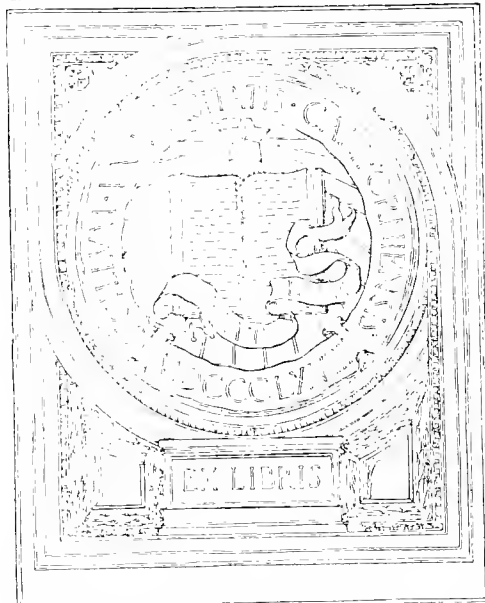


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UNIVERSITY OF CALIFORNIA  
AT LOS ANGELES



# THE CASE

*Some months ago  
to the Hon. Mr. Justice*

## HIS HIGHNESS PRINCE AZEEM JAIL.

ANALYSIS OF THE CAUSATION AND SUBSTANCE OF THE CASE.

In Support of the Petitions of His Highness to the Imperial Parliament of Great Britain.

ADAM BURN, 41, GREAT CHARTER STREET, LONDON.  
DEANS AND ROGERS, 20, GREAT GEORGE STREET, LONDON.

1870.









59 Seagrass  
14 March 1884.

My dear Sir

I promised you a copy of the  
Case I wrote 26 years ago for the  
Hawley the (amateur) Museum  
and it. I have always regretted  
it had not been printed in 8vo. —  
as it is historical & would be more  
readable. —

I regret that the delay of  
asking you to look at the pictures  
of old James Kinross a ten

Exhibits - at the monitorial No 119  
is pleasing  
Should not the Association purchase  
as. I am indebted to him  
letting I have purchased a  
small set of myself; -

to the  
of the  
The Miller

Mr. Howell &

N.Y.

# T H E   C A S E

OF

## HIS HIGHNESS PRINCE AZEEM JAH,

NAWAUB OF THE CARNATIC, AND SOUBAHDAR OF ARCOT.

In support of the Petitions by His Highness to the Imperial Parliament of Great Britain.

AGENTS :

ADAM BURN, 14, GREAT CARTER LANE.

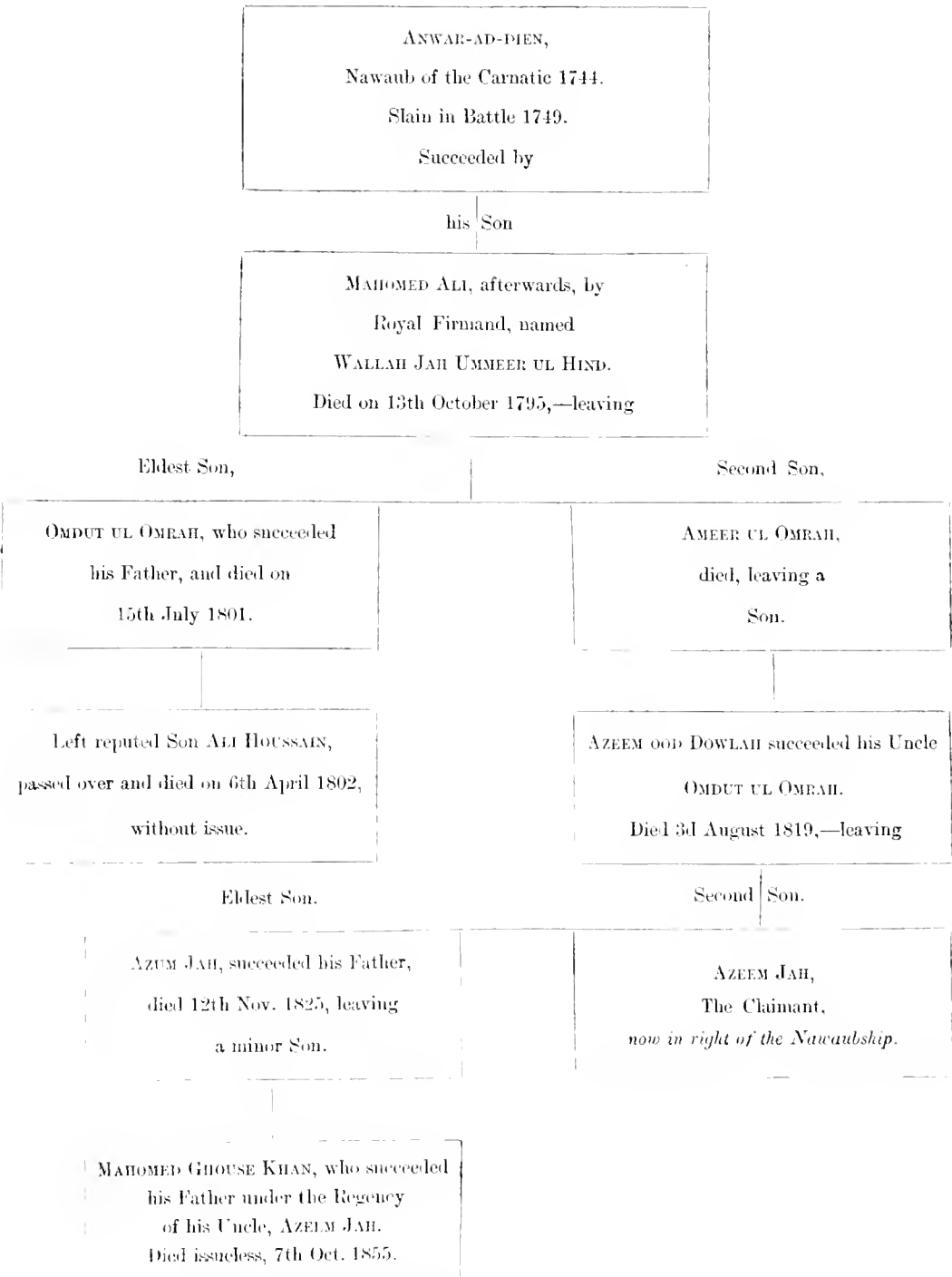
DEANS AND ROGERS, 20, GREAT GEORGE STREET, WESTMINSTER.

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1859.

UNIV. OF CALIFORNIA  
LOS ANGELES  
1900

TABLE OF THE NAWAUB'S DESCENT.





# THE CARNATIC CASE.

ON the 7th day of October 1855 his Highness GHOLAM MAHOMED GHOUSE KHAN, Nawaub of the Carnatic and Soubahdar of Arcot, after having enjoyed the honours of his elevated position for a period of thirty years, departed this life. He left no issue, and his uncle and nearest relative, Prince Azeem Jah, was entitled, according to Mahomedan law, to succeed him in the rights, titles, and revenues of the Nawaubship.

PRINCE AZEEM JAH is the second son of his late Highness AZEEM UL DOWLAH, Nawaub of the Carnatic, who was elevated to the Musnud in 1801. He is the brother, by the same mother, of his late Highness AZUM JAH, who succeeded to the Musnud upon the death of their father in 1819. And, as already stated, he is the uncle of his late Highness Gholam Mahomed Ghouse Khan, the next and last Nawaub, who succeeded in 1825, and to whom, upon the occurrence of that event,—he being then an infant,—his Highness Prince Azeem Jah, as next heir to the throne, was appointed Prince Regent, or, as it is termed in the native language, Naib-i-Mooktar.

Prince Azeem Jah was born not long after his father's elevation to the Musnud. By birth a prince, and from the earliest moment of his somewhat long life associated with an illustrious title,—the immediate relative of successive sovereigns,—surrounded by everything which in India gives the kingly title its importance,—and for the last thirty years the openly recognised heir to the throne of his ancestors, his accession suddenly became only the unexpected signal for an unmerited and bitter degradation. Without a rival,—without a crime laid to his charge,—in the midst of peace,—an attached ally of the British Government,—it was made known to him that that Government, through the Honourable the East India Company, had, after a period of more than half a century, for the first time discovered that the Treaty with his father extended not to the son, and that thenceforth the title of Nawaub of the Carnatic, which for centuries had been a title of power and dignity in India, and even, by its association with British arms and history, of world-known fame, was extinct, and the revenues by which its splendours had been maintained, and which for the last fifty-four years had been expressly provided and set apart for its maintenance by treaty, were now to be appropriated by that same power with whom the treaty had been made. Unfortunately for his Highness, that treaty had placed the collection of the revenues in the hands of the East India Company, and it became an easy matter to enforce their decision.

By this decision (which will afterwards be more fully explained) a great wrong

was done to an innocent man; and to those acquainted with the facts, it is difficult at first to refrain from imputing to those by whom the decision was made, the unworthy motive of desiring to replenish an impoverished treasury, by denying the rights of one who was not able to resist their power. But from the imputation of such base injustice any association of English gentlemen, unaccustomed to it in dealings amongst themselves, may well be freed. The British name has become proverbial amongst the nations of the world for its strict fidelity to its engagements in all circumstances, whether these engagements should be to its gain or prove to its loss. Accordingly, by the very Act by which the sovereignty of the great Empire of India was transferred to the Queen, the Legislature took care expressly to provide that "all treaties made by the East India Company shall be binding on Her Majesty."

In considering, therefore, the decision of the Directors of the East India Company, it is not possible to conceive it, emanating as it does from a body of high-minded Englishmen, to have been dictated by anything but an honest and conscientious regard to considerations believed to be sound and accurate. Taking this view of the matter, it will be the business of this paper to show, in a manner conclusive and irresistible, that their consideration and decision were erroneous, and must have proceeded upon imperfect information of the real facts of the case.

Indian Territorial  
Dignities.

The Great Mogul.  
Vol. i., p. 157.

The Nizam of the  
Deccan.

The Subahdar.  
*Ibid* p. 35.

The Nabob.

The head of the great Empire of India formerly was the Great Mogul or Emperor of Delhi. "The dominions of the Great Mogul," says Mr Orme, "consist of twenty-two provinces, six of which, comprehending more than one-third of the empire, compose the Soubahship of the Deccan; the viceroy of which division is, by a title still more emphatical than that of Soubah, styled in the language of the court Nizam-al-muluck, or regulator of the empire: his jurisdiction extends in a line nearly north and south from Brampore to Cape Comorin, and eastward from that line to the sea. Golcondah, one of these provinces, comprehends what Europeans call the Nabobships of Arcot, Canoul, Cudapah, Raja-mandrum, and Chicacole; so that there were under Nizam-al-muluck thirty such Nabobs, besides several powerful Indian kings and many others of lesser note."

"From the word Soubah, signifying a province, the viceroy of this vast territory," Mr Orme mentions at another place, "is called Soubahdar, and by Europeans improperly Soubah. Of the countries under his jurisdiction, some are entirely subjected to the throne of Delhi, and governed by Mahomedans, whom Europeans as improperly call Moors; whilst others remain under the government of their original Indian Princes or Rajahs, and are suffered to follow their ancient modes, on condition of paying tribute to the Great Mogul. The Moorish governors, depending on the Soubah, assume, when treating with their inferiors, the title of Nabob, which signifies Deputy; but this, in the registers of the throne, is synonymous to Soubahdar; and the greater part of those who style themselves Nawabs or Nabobs, are ranked at Delhi under the title of Phous-dar, which is much inferior to that which they assume, signifying no more than the commander of a body of forces. The Europeans established in the territories of these pseudo Nabobs (if we may be allowed the expression), following the example of the natives, with whom they have most intercourse, have agreed in giving them the title they so much affect." The Nabobs themselves, however, were frequently styled Soubahs or Soubahdars.

It will thus be seen that under the Emperor was the Nizam or Soubah, or more correctly than both, the Soubahdar, and under the Nizam were the Nabobs. Under them again were various gradations of rank or office, into which it is needless, for the purposes of the present case, to make inquiry. The system bore, in some respects, a resemblance to the feudal polity, and this not more in the subordination of successive superiors than in other features. The offices were held partly by tenure of military service, and partly for payment of specified tribute. The Soubahs and Nabobs were bound to render to their superior military assistance, and the superior extended to them his protection. At first the offices were, like the feudal fiefs, personal and dependent upon the will of the Emperor, who,

upon the death of a Soubahdar, or of a Nabob, appointed his successor; but in course of time, and especially as the power of the Great Mogul declined, and as the advantages of hereditary rule were made apparent, the offices became hereditary, either tacitly or by express confirmation of the Emperor.

All of these potentates were possessed of great military power. At a time when the military maintained by the English might be counted by tens and of Native Princes, units—their troops, in the words of Macaulay, being “scarcely numerous enough to man the batteries of three or four ill-constructed forts which had been erected for the protection of the warehouses at Madras”—Anwar ad-Dien, a Nabob of the Carnatic, to whom attention will immediately be drawn, maintained a well-appointed army of 12,000 cavalry and 8000 infantry, while the Soubah of the Deccan is mentioned as marching with armies of 300,000 fighting men. The army which the Emperor could call into the field, is stated to have amounted to five millions of men. Whatever may have been the real strength of these armies, as compared with European troops, their chiefs were held in great dread where they held dominion, and in no little awe by the European colonists.

THE CARNATIC is a province on the south-east of the peninsula of Hindostan. In length it is about 500 miles, and in breadth it varies from 70 to 120 miles. It is bounded on the north by the Northern Circars, on the west by the Province of Mysore, and on the east by the Coromandel Sea. The native capital town is ARCOT, from which the Nawaub of the Carnatic has sometimes been termed the Nabob or Soubahdar of Arcot. The province contains a population of about 5,000,000 persons.

Upon an inquiry into the early history of the Carnatic, it is not of any importance to the present case to enter. But it is necessary to the proper understanding of the history of the events which took place towards the end of the last century, and upon the connection of which the present case will be found in a great measure to turn, to go back to a period shortly antecedent to that in which the East India Company came to be connected with the Carnatic. And, first of all, it will be proper, by a brief sketch, to trace the elevation to the Musnud of the Carnatic, of that august family of which Prince Azem Jah is now the venerable and respected representative.

Upon the elevation in 1713 of Ferokhsier to the throne of the Great Mogul, Cheen Kulieh Khan was appointed to the Soubahdarry of the Deccan, and was decorated with the title, which that Soubahdar for the first time bore, of Nizam-ul-Mulk. At this time SADATULLAH was Nabob of the Carnatic, and he held the reins of government under the Nizam till the year 1732, when he died. Sadatullah had no issue male. In conformity with a common Indian practice, he had therefore adopted *Dost Ali* and *Bâkir Ali*, the two sons of a brother;—Bâkir Ali he made Governor of Velore, and Dost Ali he nominated to the Nabobship. DOST ALI accordingly succeeded upon Sadatullah's death to the vacant Musnud. He had two sons and four daughters. Of these daughters one was married to *Mortiz Ali*, the son of his brother Bâkir Ali, Governor of Velore—and another to *Chunda Sahib*, who became Dewan or Minister of the Finances of the Carnatic under Dost Ali his father-in-law, and will immediately be found to be acting a very prominent part in the affairs of that province.

The Hindoo Rajahs of Tanjore and Trichinopoly (petty tributary kingdoms within the Carnatic) had become alarmed at certain apparently ambitious proceedings of the Nabob Dost Ali and his son-in-law Chunda Sahib, and incited the Mahrattas, a neighbouring powerful military nation, to march to their assistance. In the month of May 1740, an army of 10,000 Mahrattas suddenly invaded the Carnatic. Dost Ali encountered the invaders, but he and his son Hassam Ali were killed on the field of battle. His other and eldest son SUTTER ALI, who now succeeded to the Nabobship, was advancing to his father's assistance when he heard of his death, and took refuge in Velore, where Mortiz Ali his brother-in-law (Bâkir Ali being dead) was now Governor. Mortiz Ali procured the assassination of the Nabob, attempted to establish himself in the Nabobship, and in point of fact went the length of proclaiming himself Nabob at Arcot in November 1742: but his own officers effected a revolt, and Mortiz Ali, in disguise, escaped to Velore, whereupon the army proclaimed SEIB MAHOMED KHAN, the infant son of Sufder Ali, Nabob.

During this eventful period, the attention of the Nizam had been engaged in watching another and distant part of his dominions. Upon being released from anxiety in regard to it, he, in March 1743, arrived at Arcot, with an army consisting of 80,000 horse and 200,000 foot : and it may here be mentioned, as illustrating the importance and dignity attached to the office of Nabob, that, when he arrived at Arcot, he was struck with amazement at the anarchy which prevailed, every petty Governor having assumed the title of Nabob ; so that one day, “after having received the homage of several of these little lords, Nizam-al-Muluck said that he had that day seen no less than eighteen Nabobs in the Carnatic, whereas he had always imagined that there was but one in all the southern provinces. He then turned to his guards, and ordered them to scourge the first person who for the future should in his presence assume the title of Nabob.”

The Nizam treated Suffder Ali's son with respect, and appointed COGA ABDULLA KHAN, the General of his army, to the Government of the Carnatic during his minority. A few months afterwards, viz., in March 1744, Coga Abdulla died suddenly, believed to have been poisoned. Upon this, the Nizam appointed ANWAR AD-DIEN KHAN in his stead. Anwar was the son of a man noted for his learning and piety. He had governed as Nabob at Yalore and Rajamundrum, from 1725 to 1741 ; and from that period till this appointment took place, he had acted as Nabob or Governor of Golconda. Ostensibly at least Anwar was only appointed Governor till the young Prince should arrive at the years of manhood ; and, in the meantime, he maintained the Prince in a splendour adequate to his birth, and assigned the Palace in the Fort of Arcot for his residence. Shortly afterwards, upon occasion of the wedding of one of Suffder Ali's relatives, to which Mortiz Ali, the detested murderer of Suffder Ali, fell as a relation to be invited, the young Prince was cruelly assassinated by certain Pitan soldiers in his service, and Mortiz Ali had a second time to fly from Arcot, suspected of the crime. Thereupon the Nizam sent ANWAR AD-DIEN, who was an able and vigorous Governor, a Sumnud of appointment as NABOB OF ARCOT. This *Anwar ad-Dien* was the *great-great-grandfather of his Highness Prince Azeem Jah*.

Previous to this time THE EAST INDIA COMPANY had participated but little in the affairs of the Carnatic, and had not figured in its history. They had been only a weak and struggling mercantile body, contending with the Dutch, and afterwards with the French, for a share of trade. It appears only incidentally that they had acquired and held three villages in the neighbourhood of Madras from the Nabob of Arcot, which had been resumed by that Government ; and that, for their restoration in perpetuity, the Company had humbly to petition the Emperor of Delhi, obtaining this, among other privileges, only after repeated applications, long delays, and in consequence of a lucky incident. Madras itself was built upon a piece of ground obtained in 1639 by grant from the Rajah of Chandragheri. Such, a century ago, was the extent of the Company's possessions in the Nabob's dominions. He was a powerful Sovereign ; they were merely traders, holding small pieces of land within his territories, and dependent upon his favour for retaining even what little they had.

About the period of Anwar ad-Dien's elevation to the Musnud or throne of the Carnatic, the French and English Governments at home had declared war, and hostilities were commenced in 1745 by the English in the Indian Seas. A small squadron of vessels of war threatened Pondicherry, the seat of the French colony in the Carnatic, situated on the coast about 85 miles south of Madras. M. Dupleix was then the Governor of Pondicherry ; and, alarmed for its safety, he prevailed on the Nabob to issue his commands to the Government of Madras, that the English ships should not commit hostilities against the French within the territories of Arcot. The Nabob at the same time, however, intimated to the French that he would require them to observe the same law of inertia. The threats of the Nabob made so much impression upon the Government of Madras that the ships were sent elsewhere. But De la Bourdonnais, by direction of the French Government, resolved, in violation of the Nabob's injunction, to strike a blow at the East Indian trade of the English ; and in September 1746 anchored near Madras, which he bombarded, and the town capitulated. Viewing this as an affront, the Nabob sent an army of 10,000 men to revenge it, which was, however, on this occasion repulsed. Thus commenced, one hundred and thirteen years ago, by a voluntary act on the part of the Nabob in a most critical juncture, the connection between him and the English, which

Orme, i. p. 51.

June 1744.

Elevation of Anwar ad-Dien.

Then Position of India Company.

First Indian War between French and English.

The Nabob Anwar prohibits War in his Territories.

French violate injunction, and take Madras.

Nabob comes to assistance of English, and founds the Alliance.

has subsisted unbroken through his descendants to the present day. Dupleix afterwards invested the English fort of St David, situated to the south of Pondicherry, when the Nabob again sent an army to the relief of the English. His assistance was attended this time with more success; and Dupleix found that he could effect nothing against the English at St David so long as they were assisted by the troops of the Nabob. He therefore had recourse to cunning and correspondence, and in course of time succeeded in detaching the Nabob's troops from the English; and St David would also have fallen into the hands of the French, had not, in March 1747, the English squadron unexpectedly hove in sight. A fleet afterwards arrived from England, and an attempt was made by the English against Pondicherry; but the attempt failed, and Dupleix took advantage of the failure to impress upon the native powers an idea of the French superiority. Under the treaty of Aix-la-Chapelle, by which the English and French were in 1748 restored to peace, Madras was redelivered to the English.

DUPLEIX was a vain and ambitious man, possessed of very considerable ability, French Ambition, and burning with desire to extend the French power in India. With all his vanity, however, he united profundity as a politician, while he was possessed of rare address in the management of Indian affairs. He saw clearly that, on the one hand, the existence of any other Europeans in India, and particularly of the English, would be perilous to his hopes, and on the other, that he never could succeed but through alliances with the native princes, and by simulating adhesion to the cause of some powerful chief. For the French to have ventured upon an open war of conquest on their own account, would only have been to have invoked the contempt and vengeance of all the neighbouring princes. Naturally, with such views, he must side, not with the legitimate reigning powers, but against them; and the opportunity was found, just where it was most needful, in the province in which his schemes of aggrandisement must first find their vent, and against that ruler whose displeasure he had aroused.

When the Nabob Anwar ascended the Musnud, it seems there was among the Carnatic chiefs a feeling against his elevation, and in favour of the family of Sadatullah, which for several generations had ruled in peace, and with advantage to their subjects. CHUNDA SAHIB, although only a member of the family by marriage, Chunda Sahib espies against the Nabob Anwar. resolved to avail himself of this feeling, and was watching his opportunity, although detained a prisoner by the Mahrattoes. Dupleix, quick to discover his man, and skilful to turn his vigilance to account, used every art to promote an alliance, and ultimately guaranteed the heavy ransom which released him from captivity. In 1748 Nizam-al-Muluck died at an advanced age. He had obtained his eldest son appointed to the high office of Ameer ul Omrah at the Court of Delhi. His second son NAZIR JUNG had hitherto in his absence managed the affairs of the Deccan, and upon the Nizam's death he assumed the Government. A rival, however, started up in the person of MOOZUFFER JUNG, his nephew—a favourite grandson of the late Nizam Moozuffer Jung. He had been, for several years during the life of his grandfather, Nabob of Beejapore, and it was given out and believed he had been nominated, by his grandfather's will, successor to the Soubahdarry. At this time Chunda Sahib was at the head of 6000 men. He immediately entered into a league with Moozuffer, and was joined by the French. Moozuffer was prevailed upon to commence the campaign in the Carnatic; and the combined forces attacked the city of Arcot, which, after a very stubborn resistance, was taken. Anwar ad-Dien, Anwar slain, and the Nabob, who had reached the great age of 107 years, was slain in the engagement, and his son MAHOMED ALI escaped with the remains of the army to the strong fort of Trichinopoly. succeeded by Mahomed Ali. Moozuffer and Chunda Sahib neglected the advice of Dupleix promptly to follow up their advantage; and Nazir Jung, who had been marching to Delhi, having heard what had taken place, retraced his steps, and advanced into the Carnatic with an army of 300,000 fighting men, with 800 pieces of cannon, and 1300 elephants. He thereupon summoned Mahomed Ali to join him, and despatched letters to Fort St David requesting the English to send a body of Europeans. The Nizam takes the field.

From the beginning of 1747 the English had been intriguing both with Nizam-al-Muluck and Nazir Jung against the French; and a mandate had been issued to Anwar, directing him to protect, aid, and assist them in all respects, and to use his best endeavours for the chastisement of the French and recovery of Madras. The arrival of Moozuffer Jung, the defeat of Anwar, and the apprehended schemes of Dupleix, had struck the English with alarm. They saw the dangers to which

they were exposed, but were incapable of acting with the necessary vigour. They had allowed the fleet with troops to sail for England, and only 120 Europeans were sent to support Mahomed Ali at Trichinopoly. But upon the arrival of Nazir Jung, Major Lawrence, with 600 Europeans, joined his immense army in the capacity of Allies.

The French retreated.

Nizam murdered and Moozuffer elevated.

Moozuffer slain, and French elevate Salabut Jung.

Vol. iii., p. 79

The French retreated in the face of this force, leaving Moozuffer and Chunda Sahib in a state of despair. Moozuffer yielded himself up to his uncle, by whom he was placed in fetters, and Chunda Sahib retreated with his troops to Pondicherry. Hostilities took place; and although the French obtained some advantages, they could not have maintained the field very long against Nazir, had not Dupleix entered into correspondence with some of Nazir's Pitan chiefs, who were incited to treachery, and by one of whom Nazir Jung was shot through the heart. MOOZUFFER JUNG was now freed from his imprisonment, and assumed the authority of Soubahdar. Dupleix was appointed by him Governor of the Mogul dominions on the coast of Coromandel, from the river Kistna to Cape Comorin, being the full extent of the Carnatic, or rather more; and Chunda Sahib was appointed his deputy at Arcot. Thereafter Moozuffer Jung set out with his army towards Golconda in the Deccan. On the march the Pitan chiefs who had joined his standard revolted, and in the conflict which ensued Moozuffer was slain. Upon this emergency, the French General at once resolved to elevate SALABUT JUNG, the eldest surviving son of Nizam, who was present in the camp. Salabut Jung became thenceforth the French Soubah, and promised the same concessions to the French which had been made by his predecessors, and the army continued its march towards Golconda. "The Europeans in India," says Mr Mill, "who hitherto had crouched at the feet of the meanest of the petty governors of the district, were astonished at the progress of the French, who now seemed to preside over the whole region of the Deccan. A letter to Dupleix from a friend in the camp of Salabut Jung, affirmed that in a little time the Mogul on his throne would tremble at the name of Dupleix; and however presumptuous this prophecy might appear, little was wanting to secure its fulfilment."

Death of Chunda Sahib.

The English, with their ally Mahomed Ali, were now sunk in apathy and despair, and, in conjunction with him, made proposals which were haughtily declined. The English then took the field, and at first suffered repulses; on one occasion, with disgrace flying from the field, leaving the native troops fighting. Then was it that Clive, having obtained the command of a small force, attacked and took Arcot, and made that ever-memorable defence of that place which first gave a name to the British arms in India, and may be said to have been the turning point of their career in that empire. This, however, was a mere diversion. The enemy's efforts were directed to the reduction of the strong fort of Trichinopoly, which Mahomed Ali was occupying. In the difficulties which befell Mahomed Ali, he applied to the Mysoreans, and obtained from them a force of 20,000 men. The King of Tanjore likewise sent 5000 men, and Lawrence arrived with 400 Europeans and 1100 Sepoys. By aid of these forces, and the vigorous proceedings which were adopted, the enemy were driven to extremity, and Chunda Sahib surrendered himself to the King of Tanjore, who immediately ordered him to be assassinated; the English General not esteeming himself sufficiently powerful to interfere.

Conference between French and English.

Vol. iii. p. 95.

The hostilities which had been commenced to unseat Mahomed Ali, and ostensibly to elevate Chunda Sahib, but more truly on the part of the French to drive the English out of the Carnatic and make themselves supreme, were, however, after Chunda Sahib's death, resumed and continued till October 1754. But the war had become exceedingly hateful to the Directors and Proprietors of both the English and French Companies in Europe; and in January 1754, Dupleix had opened a negotiation with Saunders, the Governor of Madras. "The real point in dispute," says Mr Mill, "was, *whether or not Mahomed Ali should be acknowledged Nabob of the Carnatic*; the English contending that he should be recognised by the French, the French contending that he should be given up by the English." The dispute turned upon title,—the French stating that they held patents from Moozuffer Jung and Salabut Jung, confirmed by the Great Mogul, in favour of Dupleix and Chunda Sahib. The English stated that they held patents from Nazir Jung, Gazee o deen Khan, the eldest son of the Nizam, and the Great Mogul, in favour of Mahomed Ali. The English proposed to meet the difficulty by a compromise, by which Salabut Jung should be recognised as Soubahdar, and Mahomed Ali as Nabob, on condition of Salabut Jung confirming the



others appointment. But Dupleix "was so intoxicated by his connexions with Salabad Jing and his notions of his own authority in the Carnatic, that he rejected Mr Saunders' proposal with disdain." In the meantime, a discovery was made that the patent, which the French produced from the Great Mogul, was a forgery, and the conference, on its eleventh day, was broken off. Orme, vol. i. p. 339.

The parties in Europe met each other in a better spirit, and agreed that a negotiation should be conducted in India, between Mr Saunders the English Governor, and M. Godheu, as Commissioner sent out on the part of the French, superseding Dupleix, whose ambitiousness was odious to both nations. A Provisional Treaty was concluded in December, 1754, by which "everything for which they had been contending was gained by the English; every advantage of which they had come into possession was given up by the French, by a stipulation to withdraw effectually from interference in the affairs of native princes, Mahomed Ali was left, by the fact, Nabob of the Carnatic or Arcot." The expectations that the blessings of peace would be secured by this Treaty, were, however, completely deceived,—"it procured not so much as a moment's repose." Dupleix was recalled; but shortly afterwards Count de Lally, an able and ambitious military commander, was sent out by the French Government, and, in consequence, for a series of years, the Carnatic became again the theatre of war, in the course of which, that there might not be wanting a pretext for their hostilities, the French decorated Raja Saheb, the eldest son of Chunda Saheb, with the title of Nabob. The war was attended with varied success, Arcot was taken and retaken, but at last the arms of the allies triumphed. The triumph of the English and of Mahomed Ali being completed by the taking of Pondicherry in 1761. War renewed by French. Mill, vol. iii. p. 98. Ibid, p. 162.

The English were now in the ascendant; but the wars were attended with immense expense—were productive of much and continual bloodshed (many thousand men having been killed in the struggle), and were a source of continual injury to the country, and of disturbance to the proper collection of its revenues, and prosecution of its trade and industry. It can scarcely, therefore, be matter of surprise, that both the French and the English in Europe, were most desirous of their termination. Accordingly, when the terms of the Treaty of Paris, of date 10th February 1763, came to be adjusted, the restoration of peace in India became the subject of an express Article, in which it was agreed that, "*in order to preserve future peace on the coast of Caromandel and Orixia, the English and French shall acknowledge Mahomed Ali Khan for lawful Nabob of the Carnatic, and Salabut Jung for lawful Soubah of the Deccan.*" Mahomed Ali was thus, by a solemn Treaty, "*acknowledged*" by both the European nations as Nabob, and the terms of the Treaty show that this acknowledgment removed all the pretence there was for war. Mahomed Ali, in truth, both by birth and otherwise, was the person legitimately entitled or naturally having right to that high station. All the others were pretenders or adventurers who were thrust forward by the French, to give an excuse for their appearing in the field, and obtaining the assistance of the native princes to the ambitious projects of their leaders. Treaty of Paris, 1763, acknowledges Mahomed Ali. Chalmers' Collection of Treaties, vol. i., p. 476.

In agreeing upon the acknowledgment, however, of the French Soubah, Salabut Jung, the framers of the Treaty had not been aware that that personage had been previously dethroned and imprisoned by his brother Nizam Ali, who upon learning the terms of the Treaty, caused him immediately to be put to death, and thus became, without a rival, Soubahdar of the Deccan. Nizam Ali becomes Soubahdar of Deccan.

The English Company had, prior to the Treaty, become desirous of obtaining from the Great Mogul, the confirmation, among other things, of Mahomed Ali's title as Nabob of the Carnatic, and of certain grants of land which, as will be afterwards mentioned, they had obtained from him in Jaghire. In the general letter from Bengal, dated 12th November 1761, it is said.— Application to the Great Mogul to confirm Mahomed Ali.

"We directed Major Carnae and Mr M-Gwire, and afterwards Colonel Coote and Mr M-Gwire, to apply, as soon as Shah Allum should be acknowledged king, for Sumnuds, for the Company's possessions and privileges in Bengal. . . . We directed also application to be made at same time for the Sumnuds for the Provinces of Arcot, in the name of the Nabob Aly Verdi Cawn, otherwise called Mhamud Ally Cawn, with whom we have been so long allied. These requests were made by Major Carnae, who was detached by Colonel Coote to escort the king to the borders of the Province; and the king wrote upon the papers of Requests, that they should be granted whenever a proper Peskouh or Tribute was remitted. The Major transmitted to us copies of the said papers of Requests, with the king's superscription; and advised us, at the same time, that the king had offered to confer on the Company the Duannee of Bengal, on condition of our being answerable for the Royal Revenues; but as we are sensible that our accepting of this post would cause jealousy and ill will between us and the Nabob, we thought it more prudent to decline it."

The answer of the Directors upon this subject was contained in their general letter to Bengal, dated 9th March 1763, in the following terms :—

Common's 3d Report,  
1773, p. 383.

“ Your refusal of the Duannee of Bengal, offered by the King, was certainly right, and we are well satisfied with the just and prudent Reasons you give for declining that offer : However, it seems something extraordinary to us, that, at the time the King makes this advance, he should return the applications made to him for the Sunnuds to confirm our Privileges and Possessions in Bengal, granted by the late and present Nabob, in so loose and unsatisfactory a manner, and even to require a Piscah or Present before he passes the order in due form. The great services we had rendered His Majesty, and the generous treatment he met with from us as well as from our Ally the Nabob, during his stay at Patna, surely claimed a more distinguished treatment, and at least a full grant of our request, without such an expensive demand annexed ; the time and manner of the refusal seem likewise very extraordinary, your applications being returned at the very juncture Major Carnac was escorting him to the Caramnassa, or borders of the Province—a service which must then be fresh in the King's memory ; and, therefore, we think there is reason to apprehend the King is not so cordially attached to us as we might have expected : However, if you judge the obtaining such Sunnuds to be absolutely necessary, you have, we doubt not, continued your application to have them perfected. *It was a prudent consideration in you, to add to your applications on this subject, our Ally, Ally Verdi-Cawn, otherwise called Mhamud Ally-Cawn, as Nabob of Arcot, which, we suppose, you have or will continue to do, when you think proper to move again in this affair ; and should the King succeed in his pretensions to the throne, the sooner the grants are obtained, the less, we apprehend, will be the expense attending it.*”

In the following year, the Directors of the East India Company addressed the following letter to the Nabob :—

*“ To His Excellency Umdatul Mulk Scrajah Dowlah Anawerdeen Cawn Behaudor Munsoor Jung, Nabob of the Carnatic Paymgaut.*

“ MAY IT PLEASE YOUR EXCELLENCY—

“ Amidst the deep concern with which we are touched on account of the disorders which have arisen in the Kingdom of Bengal, we have the satisfaction to learn, that the friendship which has so long subsisted between your Excellency and the Company is daily increasing. The assurances Mr Pigot, our late Governor of Madras, has given us of your continued attachment to the Company, and the strong proofs you have yourself produced of your generous attention and good will, in taking on yourself the whole charges of the sieges of Madras and Pondicherry, and in the grants you have lately made to the Company of lands in the vicinity of Madras, are pleasing and acceptable to us in the highest degree. We are at a loss how to express our acknowledgments, otherwise than by the strongest assurance of our firm intention to prove to you at once the sincerity of our past, and the warmth of our present friendship, by supporting you in the most effectual manner in your Government, and by endeavouring, as much as in us lies, to perpetuate the succession thereof in the direct line of your Family.

“ The good effects which have been derived both to your Excellency and to the Company, from the cordial friendship which has at all times subsisted between you and our late Governor, Mr Pigot, have been so conspicuous, and his conduct in this respect particularly has given us so much satisfaction, that we thought proper, on his arrival here, to receive him with the most honourable testimonials of our approbation.

“ May your Excellency long continue to enjoy the blessing of a peaceful and prosperous Government, with continued increase of honours and wealth.

“ In testimony whereof we herewith affix our Great Seal, in the City of London, this first day of the month of June, in the year of our Lord one thousand seven hundred and sixty-four.”

In evidence of the Company's friendly feelings thus expressed towards Mahomed Ali, and of their desire to maintain him and his descendants in the throne of the Carnatic, they renewed their application to the Emperor for the Royal Grant in his and their favour.

The Royal Fir-  
maunds granted  
1765.

The Royal Firmaunds, however, were not obtained until August 1765. On 12th August 1765, the Emperor Shah Allum granted a confirmation in favour of the English Company, their heirs and descendants for ever and ever, of the grants by the Nabob from the Circar of the Carnatic. And on 26th August 1765, the Emperor granted a Firmaund confirming Mahomed Ali's right and title to the Nawaubship of the Carnatic. This important document confirmed a previous Firmaund of the Emperor Ahmed Shah in Mahomed Ali's favour, dated in 1750, and conferred upon Mahomed Ali and his eldest son, *and their heirs for ever*, the government of the Carnatic Payen Ghaut and the countries dependent thereon, to be held immediately of him, the Emperor, without dependence upon the Soubahdar of the Deccan. By the same Firmaund, he bestowed upon the Nabob Mahomed Ali, the new titles of Walla-Jah, Ummir-ul-Hind, which he ever afterwards used.

Another firmaund, dated 12th August 1765, was likewise granted to the Company, conferring upon them the Five Northern Circars, which formed a part of the Soubah of the Deccan, from dependence upon which they were accordingly thereby released. To take possession of these provinces General Calliaud marched with

the troops of the Carnatic. Nizam Ali, the Soubah, immediately took steps to avenge himself, and was preparing to invade the Carnatic, when the Presidency, alarmed at the prospect of war with the Soubahdar, sent orders to Caillaud to negotiate a peace. Arrangements were accordingly concluded with the Nizam, and a Treaty was subscribed by the parties. The only part of the arrangement of present importance was that by which, in consideration of a payment by the English and Nizam of L.50,000, he secured for himself and his successors a discharge of all demands by the Soubah against him and them. The discharge is in the following terms:—

“In consideration of the fidelity and attachment the said Omdet-ul-Mulek Behauder (Mahomed Ali) has promised and engaged to my Court, by the means of General Caillaud, and in return for the sum of five laes of rupees (agreeable to the petition hereto mentioned) countersigned by us (*this discharge is now given to him, the said Omdet-ul-Mulek, his sons and heirs, for the whole of the above-mentioned countries (the Carnatic Payen Ghaut, from the borders of the Palnand country to the further extremity of those of the Malavar country), as well past, present, as the future also.*”

At the same time, with a view to remove doubts and suspicions from the mind of the Soubah regarding the Nabob, and to “strengthen and establish in the strongest manner the alliance, attachment, and fidelity between his Highness” the Nabob and the English Company, General Caillaud subscribed an obligation, by which he engaged, on the part of the Nabob, that he would “do nothing prejudicial to the interests of his Highness, or contrary to the friendship and alliance by the means of the said Company, now happily established between them, for the true and just performance of which the aforesaid Company do hereby become securities.”

This alliance with the Nizam was of short duration. Hyder Ali soon afterwards succeeded in gaining over the Soubahdar, and concluding a Treaty with him. He prepared to invade the Carnatic, and Mahomed Ali suggested to the English to attack the Nizam before he could effect a junction with Hyder. His advice was neglected—the English were attacked by the united forces, and had to fly—the country was desolated by Hyder, who marched to Madras. Fortunately the English were reinforced, and in an engagement with Nizam and Hyder, the latter were defeated and had to retire. The Nizam had previously made overtures of peace, and his motions were now quickened by this disaster. Negotiations were opened between him and the English and the Nabob, who in all these affairs lent the English his assistance. The result was a Treaty, dated 23d Feb. 1768, entitled,

“A Treaty of perpetual friendship and alliance, made and concluded at Fort St George, between the Hon. United Company of Merchants of England trading to the East Indies, *in conjunction with the Nabob Wolau Jah, Omdet-ul-Mulek Ummeer-ul-Hind Serajah Dowlah Amever-Deen Khan Behauder Monsoor Jung Sippha Sardar of the Carnatic Payen Ghaut, on the one part, and the Great Nabob, high in station, Ausuph Jah Nizam-ul-Mulek Meer Nizam Ally Khan Behauder Phuttah Jung Sippha Sardar Soubah of the Deccan, on the other part; by the Hon. Charles Bourchier, Esq., President and Governor of Fort St George, and the Council thereof, on behalf of the said English East India Company; the Nabob Wolau Jah Omdet-ul-Mulek, on behalf of himself as Nabob of the Carnatic; and the Nabob Reem-ul-Dowlah Dewan invested with full powers, on behalf of the said Nabob Ausuph Jah Nizam-ul-Mulek, his heirs and successors, as Soubah of the Deccan.*”

This treaty referred to the previous treaty of 1766, and contained various provisions, and, among others, by Article 6 it was agreed

“That a mutual peace, confidence, and friendship shall subsist for ever between the English Company, his Highness Ausuph Jah, and the Nabob Wolau Jah; the enemies of either shall be regarded as the enemies of the other two powers, and the friends of either be treated as the friends of all; and in case any trouble should arise, or any enemies invade the countries under the government of either of the contracting parties, the other two shall give no countenance or assistance to such enemies or invaders.”

The most important, however, of the articles of this Treaty to the present question was the 7th, which is as follows:—

“The exalted and illustrious Emperor Shah Allum, having been pleased, out of his great favour and high esteem for the Nabob Wolau Jah, to give and to grant to him, and his eldest son Meyen-ul-Mulek Omdet-ul-Omrak, *and their heirs for ever*, the Government of the Carnatic Payen Ghaut, and the countries dependent thereon, by his Royal Firmaund, bearing date the 26th of August 1765, or the 27th of the moon Zuphur, in the 6th year of the said Emperor's reign; and the Nabob Ausuph Jah Nizam-ul-Mulek, etc., having also out of his affection and regard for the said Nabob Wolau Jah, released him, his son Meyen-ul-Mulek, etc., *and their heirs in succession for ever, from all dependence on the Deccan*, and given him a full discharge of all demands, past, present, and to come, on the said Carnatic Payen Ghaut, by a sunnud under his hand and seal dated the 12th of November 1766, in

Nabob released  
from dependence  
on Deccan.

consideration of the said Nabob Wolau Jah having paid the Soubah five lacks of rupees, *it is now agreed and acknowledged* by the said Ausuph Jah Nizam-ul-Mulek, that the said Nabob Wolau Jah, and after him his son Meyen-ul-Mulek, *and their heirs and succession, shall enjoy for ever, as an ultimagan or free gift, the Government of the Carnatic Payen Ghant in the fullest and amplest manner*, the said Nabob Ausuph Jah promising and engaging not to hold or keep up any kind of correspondence with any person or persons in the said Carnatic Payen Ghant, or in the Sircars before and now ceded to the English Company, except the said Nabob Wolau Jah, or the said English Company, by the means of their President and Council of Madras,—who, on their part, in conjunction with the said Nabob Wolau Jah, engage likewise not to hold or maintain any correspondence with any person or persons in the Deccan, except the Nabob Ausuph Jah, his Dewan, and the securities whose names are heremto subscribed.”

Mahomed Ali thus  
by every power  
acknowledged.

By this Treaty, therefore, the Royal Firmaund of the Emperor in favour of the Nabob Wolau Jah was recognised, not merely by the Soubahdar, but by the English Government, while the Soubahdar himself, so far as he was concerned, confirmed or conferred upon the Nabob, in free gift, the Government of the Carnatic. Thus, by every power concerned,—by the Emperor, by the Soubahdar, and by the English Company, the right of Wolau Jah to the Nabobship or Government of the Carnatic was expressly acknowledged in the most solemn manner, while it is most important to observe that these documents prove not merely their right, but that it flowed from the lawful native authorities, and was not in any view the creation of the English Company. Nor is this observation wholly unnecessary, for there have been persons ignorant enough to have supposed that Wolau Jah, as Nabob, derived his title and right from the English, and was some mere dependent of the Company, or, at all events, he was the tolerated ruler of a conquered kingdom. Such an idea is not to be discovered as existing in the mind of any one at the period at which we have now arrived. It could not be. It was directly contrary to the fact. *He was found an independent prince.* The English had gone to war for him, *but they had never gone to war against him.* His position could not, therefore, have been changed, and necessarily the whole course of the Company’s dealings with him was upon the footing of his being a Sovereign in his own right. Thus the Nabob himself writes :—

His title derived  
from native autho-  
rities.

The Nabob an in-  
dependent prince.

Oct. 14, 1775.  
Fifth Report of Com-  
mittee of Secrecy, p.  
97.

“ By the blessing of God *I am an hereditary prince*, and a firm and steady friend and ally of the King of Great Britain, and am the most attached to the English nation of all the princes of India. My friendship and sincere regard to them has been frequently put to the test both in times of prosperity and adversity, and, through the strict connection which subsists between me and the Company, our concerns are the same, and my country is independent of every Sirdar, however powerful, by means of my alliance with the King of Great Britain.”

6th Report, p. 1036.

So far removed, however, from discussion was the subject, that the mention of the title is at first, at least, only incidental. Thus, in the Draft of a Treaty between the English and Dutch East India Companies and the Nabob, which was prepared by the Madras Government in January 1781, the Nabob Wolau Jah is incidentally thus designated, “ who is the sovereign of the Carnatic Payen Ghant.”

6th Report, p. 1082.

His right indeed was expressly acknowledged in the agreement entered into between the Company and the Nabob in December 1781. This agreement took the form of requests and replies ; and the second article of the Nabob’s requests was in the following terms :—

Papers relating to Car-  
natic, printed 1803.  
Vol. 6, p. 226.

“ *I am hereditary Prince of the Carnatic and of Balla Ghants, under Peanghaut, and am independent of every one*, and I have entire right and authority over my country, my children, my family, my servants, and subjects ; and have power, in the political and domestic administration of my country. This ought to be altogether dependent on me, and let not my friends interfere in it.” The reply of the Honourable the Governor-General and Council went beyond the request. “ The right and authority which the Nabob possesses over his country, his children, his family, his servants, and subjects, in all the political and domestic administration of his country, *we will maintain and support.*”

At a much later period, a legal difficulty arose out of the position of the Nawab ; and in the following dispatch in relation to it, it is very distinctly laid down what was the status of His Highness :—

#### EXTRACT of Political Letter.

Fort St George, 18th March 1801.

Para 17. In our despatch of the 9th October last, we apprised your honourable Court of the probable agitation before the Court of Recorder, of questions relative to property of his Highness the Nabob of the Carnatic, situated within the limits of the Court. An application had indeed already been submitted to us by Mr Lantour, but we postponed any decision on the points stated by that gentleman, from an earnest desire that his Highness the Nabob should be induced to anticipate, by an amicable adjustment of the accounts, the necessity of defining the nature of his Highness’ situation with respect to the jurisdiction of the Recorder’s Court.

18. All endeavours having however failed to produce a conciliatory disposition on the part of his Highness the Nabob, we consulted the opinion of the Attorney-General on this case, and informed Mr Latour that we considered the Nabob of the Carnatic to be an independent Prince, representing himself in the British territories, now subject to the jurisdiction of the Court of Recorder, and that his Highness was therefore entitled to the rights and immunities secured to Foreign Ambassadors by the Law of Nations and the Statute of Queen Anne. But we did not limit the Nabob to the privileges of an ordinary ambassador; advertent to the nature of the connection formed between his Highness' family and the British Government in India, and to the establishment of the seat of his Highness' political government in the vicinity of Madras, we deemed it incumbent on the national honour and justice to extend to his Highness, and to his family, the rights and immunities of a Foreign Ambassador in a superior degree.

But while the documents to which reference has been made expressly established Mahomed Ali in the throne of the Carnatic, it is equally important to observe that they as expressly conferred that right upon his descendants. It has been seen that the Company itself promoted the application to the Emperor for confirmation of the Nabob's right. In the letter from the Directors to the Nabob, dated 1st June 1764, already quoted, they expressed their desire to manifest their friendship, "*by endeavouring, as much as in us lies, to perpetuate the succession thereof in the direct line of your family.*" Accordingly, the Firman which was obtained, bore expressly, as the above quotation from the Treaty of 1768, shows, that it was granted in favour of "the Nabob Wolau Jah and his eldest son Meyen ul Mulek Omdut ul Omrah, and their heirs for ever;" while the Subah agrees with the Nabob that he and "after him his son Meyen ul Mulek, and their heirs in succession, shall enjoy for ever" the government of the Carnatic. The grant so made in favour of the Nabob's descendants received the entire concurrence of the English power. His late Majesty George III., in a letter to the Nabob, dated 19th March 1771, expressed the Royal hope or wish: "We are satisfied that our friendship and protection to you and your posterity will descend through our successors from generation to generation." The Directors themselves employed terms even more explicit; for upon the 25th November 1775, they wrote to the President and Council at Fort St George, "you are to secure to his Highness' children the government of the Carnatic in a just and lineal succession, according to the Firman from the Emperor Shah Allum and the Treaty of 1768, between the Company, the Subah of the Decan, and the Nabob."

These acknowledgments and directions on the part of the Company were, no doubt, dictated by the warmest feelings of friendship towards an eminent, constant, and important ally, but they may not have been without their political use. It is very true that the Company had at that time attained to considerable power in India, and particularly in the southern portion of the peninsula, and they had made the English name to be both feared and respected. But, at the same time, they had not attained to the position which they now occupy, of being the predominant power. They had many enemies among the Native Princes, and these Princes were very powerful. It was, therefore, a matter of importance to cultivate and retain the friendship and alliance of the Nabob Wolau-Jah. It might be that his power alone could have made but feeble resistance of itself to the English forces; but he might have leagued himself with one of the great native powers; and had he done so, there were times when it might have occasioned the entire eradication of the English from the Carnatic. Fortunately for him—and it may be said with some confidence, for the English Company—he maintained throughout his whole life the most cordial friendship and strictest alliance—an alliance which endured in his person for the remarkable length of half a century. It was, accordingly, as an esteemed friend and as a close ally, that he was regarded by the English Company.

And it may not be unimportant now to introduce a few excerpts, by which this relationship, and the views and anxieties of the parties become more fully apparent. Here, in the first place, the letters of the Nabob are very explicit. A quotation has already been made from one of his letters. The following is an extract from another letter from him, dated 23d February 1779:—

"I have lived in strict friendship and alliance with the Company and English Nation near forty years, during which time I have spent the best part of my life, and all my treasures, in reducing their enemies. When those enemies were superior to them in force by ten to one, I have, in every respect, continued the unalterable and firm friend of the English, and considered their loss as my own. When the King and the Princes of this country saw the rectitude which the English ob-

Right conferred upon him and his descendants.

Alliance with Nabob a political necessity.

How relations with Nabob viewed.

First Report of Committee of Secrecy, p. 219.

served in all their dealings, and their attachment and sincerity, they desired to make friendship with them through my mediation, and to have their protection. I have repeatedly given assurances of this to former Governors, and we have had frequent opportunities of trying who were our friends and foes, and of settling our affairs in Indostan, in such a manner that we should have no fear of having our tranquillity afterwards disturbed."

The following are Extracts from the writings of the Company :—

EXTRACT from Letter of Hon. Court of Directors, dated 30th June 1769.

Fifth Report of Committee of Secrecy, p. 23.

"You will see, by the whole tenor of our letters to you and the other Presidencies, that we are rather jealous of the Maratta Power, yet we have sought to continue in peace with them, and to keep up a friendly intercourse; but if they think fit to take a hostile part against us, to send you insulting messages, and to brave your Port with their Grabs, it is time to take vigorous measures for preserving that respect which we have hitherto held on your side of India. When you wrote your letter of the 13th December, giving an account of the Maratta fleet cruising off the harbour, and of the insolent answer of Vissajee Pant, you had ships in your harbour more than sufficient to have destroyed his fleet, or brought him to a more becoming and explicit declaration; and when Madarao informed you that his designs were to demand the Chout from the Nabob of Arcot, preserving at the same time towards the English, you should have told him that those two things were incompatible: *that the Nabob of Arcot was, as he knew, in firm friendship and alliance with the English*; and that any demand made upon him at the head of an army laying waste his country, would be answered by the English forces in all parts of India, who never would suffer a people under their protection to be distressed and plundered under any pretence whatsoever. That accounts should be settled between their respective agents in the usual manner; and, if any thing was due from the Nabob of Arcot, your good offices should be employed in bringing the matter to an amicable conclusion. This sort of language, with some vigorous preparations at the same time by sea and land, would have been more likely to preserve peace with the Marattas, than the silent respect with which you seem to have received all their insults.

EXTRACT from General Letter to Fort St George, dated 10th April 1771.

Second Report of Committee of Secrecy, p. 571.

"Having expressed to our Select Committee the earnestness of our desire that *every conciliatory measure* should be employed to remove from the Nabob's mind any jealousies, and *eradicate any suspicions* he may have unjustly conceived respecting the *sincerity of our attachment to him*, we shall here confine ourselves to your inquiry concerning the disposal of the jaghire lands at the expiration of the present Cowle. Impressed as we are with the most friendly disposition towards the Nabob, we can by no means think of increasing his jealousy, or depriving him of the least degree of importance, by not admitting him as a renter of the Enaum lands."

LETTER, President and Council at Fort St George, to the Governor-General and Council of Bengal, 7th December 1774.

First Report of Committee of Secrecy, p. 58.

"We come now to speak of the Nabob of Arcot, the Company's ancient ally."

EXTRACT LETTER from Governor-General and Council read at Fort St George, Military Consultations, 13th November 1775.

Second Report of Committee of Secrecy, p. 493.

"It shall always be our study, as far as can depend on us, to promote a mutual confidence between your Presidency and the Nabob, *whose interest we regard as inseparably united with the Company's, in the Carnatic.*"

EXTRACT from Letter, Governor-General and Council to Colonel Upton, 16th August 1775.

Fifth Report of Committee of Secrecy, p. 73.

"As the *Nabob of Arcot is a particular friend and ally of the English*, and as his interest may be affected with any Treaty you may conclude with the Maratta Government, we direct that you make the Maratta Chiefs acquainted with the union that subsists between him and the Company, and insist on including him in the Treaty, in an express article to the following effect:—That the Nabob Walla Jah Bahadar, Nabob of the Carnatic, having been for a considerable course of years united to the English Company *by the strongest ties of friendship and alliance*, and the Company having ever considered his enemies as their enemies, and his friends as their friends, it is agreed that the Marhatta Chiefs likewise shall hereafter regard him as their friend, and his enemies as their enemies. At the same time we are to acquaint you, that we have desired the Nabob of Arcot, if there are any particular articles which he wishes to have stipulated for him, to state these articles to us, assuring him that we would take them into consideration, and give you such further orders respecting them as shall be compatible with the other objects which we have in view in concluding the Treaty of Peace with the Marattas."

EXTRACT from President's Minute, Fort St George, Revenue Consultations, 2d October 1778.

Second Report of Committee of Secrecy, p. 575.

"I am aware that there have been opinions that it would, on many accounts, be better if his Highness was to reside at his own capital. I must profess I always differed from them. We never can have a greater influence in the Carnatic, nor a stronger assurance of attachment, I may say dependence, than whilst the Soubah with his family, and everything that is dear to him, is living with us, and absolutely under the protection and fire of our own guns. Some inconveniences, I allow, arise; but I am persuaded they are much overbalanced by the advantages accruing from his residence here." "And however repugnant it may be to us to take any step that may hurt the feelings of our ancient friend and much-respected ally, we cannot consent to divest ourselves of that

Ibid. p. 587



immediate and absolute authority in the Gunttoor Circar, which we deem necessary for its protection and improvement."

EXTRACT from President's Minute, submitted at Fort St George—Select Consultations,  
4th February 1779.

"All attention and support is certainly due to the Nabob, *as our old and faithful ally, connected with us by every tie, and demanding from us every indulgence*; for, if we take a view from the southern boundary of Indostan, to the northern extremity, where the English forces have proved victorious, where shall we find one Native Prince who has not severely felt the effects of our power, and that is now lamenting the rapid success of our arms, and the credulity that ever induced him to trust to our engagements? Mahomed Ally can alone boast that we have not entirely violated every principle on which he has depended; and" the minute concludes with these memorable words. "*who, with his family, it is to be wished, may long remain instances of our national faith.*"

First Report of Committee of Secrecy, p. 212.

EXTRACT from a Letter from WARREN HASTINGS, Governor-General of Bengal, to the Court of Directors, 28th November 1783.

. . . The Nabob Walla Jah, your old and faithful friend and ally. . . . An aged prince, whose life, to the last dregs of it, had been spent in the mutual intercourse of friendship with the Company and the British nation, and in participation of all the vicissitudes which had attended their fortune.

Papers relating to East Indian affairs, ordered to be printed 24 June 1896, page 4.

But, probably, the following extract from "considerations upon the present political state of the Company in India, written at Madras in January 1780," by Sir Thomas Rumbold, then Governor of Madras, will best explain the position of the Nabob, and of the feelings entertained towards him by the Company:—

"*The first and most distinguished of our connections is that which has been long formed with the present Nabob of the Carnatic.* The cause and progress of this alliance have been often traced, and are now so generally known, that it were superfluous to dwell upon them. *It began upon a principle of mutual advantage,* and has been cementing during a series of more than 30 years, by the exchange of all sorts of good offices, so that at this time, or at least very lately, it might be said to have ripened into a sincere and equal attachment. Much, indeed, were it to be wished that all our alliances had been formed on the same principles, and that we had never taken advantage of our strength to establish a superiority which might perhaps have been as well or as permanently acquired by more justifiable means. *Our influence in the Carnatic is founded on the free will and consent of the Nabob.* From his confidence in our attachment and our power, he requested, of his own accord, that the Company might garrison his forts, and maintain troops at his expense, for the protection of the Carnatic. Such a confidence ought never to be abused: to have deserved it, reflects honour upon our moderation: *to abuse it would be to throw an indelible stain upon our character and memory.*"

Sixth Report, Committee of Secrecy, p. 970.

"I have often wondered that a connection of more than thirty years' standing should have subsisted without any specific treaty or agreement, for I do not remember that any was ever yet formed between the Company and the Nabob; possibly it may be owing to this circumstance that their friendship has continued so long. Where express stipulations are established as the ground of an alliance, the parties are so much upon their guard, and so watchful of the conduct of each other, that jealousy and distrust too often assume the place of confidence and good will. These inconveniences are more likely to be felt where the intercourse is frequent and even constant, as that which has always existed between the Nabob and the Company. By maintaining a connection upon the mutual exchange of good offices, without expressly defining the views and wishes of either party, such a latitude is given as cannot fail of producing confidence and friendship. In these cases, misunderstandings, when they happen, are removed by liberal explanations and arguments drawn from general questions, and not by the construction of words and phrases which may admit of various opinions, and be strained occasionally to the views and purposes of either party.

"But, although it be allowed that such advantages have arisen from the nature of our connection with the Nabob, yet, in another view, it must be confessed that the want of some precise line for the guidance of the Company's servants in their intercourse with him hath been, and must continue to be, productive of much embarrassment; for example, *the Nabob has always been considered and treated by the Company as an independent prince*; an union of interests and of measures has generally taken place between them; and, at his request, a certain force is continually kept up under the Company's authority for the defence of the Carnatic; it has not, however, yet been settled how far the Nabob, in virtue of his independency, or the Company in the character of his friends and protectors, should direct and superintend the interests of the Carnatic. If this privilege belong solely to the Nabob, and he (as is natural to suppose) should wish to exercise it, then the Company may, without, and even against their consent, be drawn into measures directly affecting their own interests and possessions, for it is not possible in any case to separate their cause from that of the Nabob without totally giving up all concern in his affairs. On the other hand, if the Company, in virtue of their character as protectors of the Nabob's Government, claim the right of directing the interests of the Carnatic, then they infringe the acknowledged independency of the Nabob, and become in fact the rulers instead of the defenders of his country. It seems reasonable, indeed, that the Company, who have taken upon themselves the office of protector, should be allowed the lead in all political transactions that affect the Carnatic, and this the Nabob has hitherto generally admitted; but there are instances on record where he has claimed the privilege of acting for himself, even in opposition to the advice and remonstrances of the Company's Government, and it is upon these occasions that the Company's servants will always find themselves perplexed, until it be absolutely determined how far they or the Nabob are to yield upon any differences of opinion.

"There are other embarrassments of a different nature attending the close connection we have with the Nabob, which do not come so properly within my present purpose to mention; but it is cer-

tain that all the inconveniences we suffer are amply compensated by the advantages derived from an exclusive influence in the Nabob's country, sufficient to establish a decided superiority, and to prevent all competitors, European or native, from hurting the commerce, or disturbing the possessions of the Company. It is unquestionably to this influence that we are indebted for a great part of our prosperity, for our success against the French in India the last war, and for the decisive stroke made against them so early in the present war, to which, as affairs have since turned out, we owe perhaps our present existence in the East.

"Under these circumstances, if our gratitude alone be too weak a tie to bind us to the Nabob, a sense of interest should teach us the importance of so useful an attachment: and by showing how much we have profited and may still profit by it, instruct us on the other hand how different our situation would have been and may still be, if that attachment should ever be dissolved or transferred to our rivals.

"But, it has been often urged, that the benefits resulting from this connection are reciprocal, and that the Nabob having received the same advantage from our alliance and support that we have derived from his friendship, is equally bound, upon principles of gratitude and of interest, to remain stedfast in his attachment to the Company. There can be no doubt that the Nabob owes the possession and security of his Government to the Company; and he has never been wanting in acknowledgments for their favour and protection; though it be certain that the support of the Company was originally given to him, not upon his account, but their own: and that having effectually answered their own purposes by establishing him in his Government, the numerous gifts and favours he has since bestowed on them, ought to be considered rather as earnest of his attachment than returns for benefits received.

"Such being the state of our connection with the Nabob, it were extremely to be wished that nothing had been ever done by us which might tend to impress on his mind any unfavourable ideas of our justice, or the sincerity of our attachment."

Sir Thomas Rumbold then enters into a consideration of the Nabob's connection with the Rajah of Tanjore, and adds,—

Sixth Report of Committee of Secrecy, p. 974.

"I have dwelt the longer upon the affairs of the Nabob separately; and as they are connected with those of Tanjore, because as he is the oldest, and, properly speaking, the only natural ally of the Company, it is fit that his situation, his grievances, his embarrassments, should be perfectly known and understood. If it shall appear from a cool and candid examination of past measures, that he has been treated with a severity ill suited to the long and faithful attachment he had confessedly borne to the Company; if it shall appear that we have, in any instances, used our power unjustly to exact compliances from him, which he might have otherwise thought it dishonourable to grant; if it shall appear that we have raised into our favour and alliance, a man whom he, and whom the Company have considered as a dependent on him, who was obnoxious to him, who had deservedly, on more occasions than one, drawn on himself the Company's displeasure, and who never made any effort to deserve their friendship; if it shall appear that we have done this in a manner the most distinguishing to that man, the most humiliating and disgraceful to the Nabob; and, lastly, if it shall appear that these acts have been committed at the expense of our public faith, pledged to the Nabob in repeated and positive engagements; I am at a loss to conceive how we shall be able to atone for such accumulated injustice. Certain it is, we ought to lose no time in making every reparation in our power; and, though we have as yet been slow in our attempts towards it, I hope we shall not confirm and add to the injuries we have committed, by neglecting any longer to redress them."

The Nabob as an ally.

In the capacity of a friend and ally of the English, the Nabob was in the constant habit of communicating intelligence to the English authorities, and his intelligence was usually so far in advance of that obtained by the English, that it was sometimes discredited, and the English occasionally failed to act upon his advice, to their and his great injury. That they did apply to him for his advice, also appears, as, for example, may be seen in the proceedings of the Fort St George Military Consultations of 30th August 1775, while in every war which occurred, they were in the habit of applying to His Highness for assistance.

24 Report, Committee of Secrecy, p. 489.

Estimation in which Nabob is held.

24 Report, 1773, p. 395.

Mill, vol. v. p. 255.

Personally, he had secured for himself the esteem of the Company's highest officers; Clive, writing on 30th September 1765, describes him as "*the best Mussulman I ever knew*." And Sir Archibald Campbell, President of Madras, twenty-two years later, said.—"I have narrowly watched the Nabob's conduct and sentiments since my arrival in this country, and I am ready to declare that I do not think it possible that any prince or person on earth can be more sincerely attached to the prosperity of the Honourable Company than His Highness, or that any one has a higher claim to their favour and liberality."

But there was another relation which the Nabob bore, or, more properly speaking, undertook towards the Company, which was destined to have consequences as regarded the relations between him or his descendants and the Company, of a very serious description, and to which it is now necessary to advert.

From the brief sketch which has been given in the earlier part of this statement, it will be seen that the wars between the English and the French in India, were virtually commenced, as they were perpetuated, by the French, and that the Nabob Anwar voluntarily came with a large force to the succour of the English. The attachment of the English to the cause of Anwar and of his son Mahomed

Ali, was one, therefore, originally dictated by natural gratitude. The power of the English, however, was at first remarkably limited. Had they stood alone, they must necessarily have been driven out of the Carnatic. It was only by leaguening themselves with the native powers, and by obtaining the co-operation of large native armies, that they succeeded in retaining any hold upon the country. But even with all the assistance which they thus procured, they were frequently reduced to extremity. In the course of the struggle Madras had been taken, Fort St David had been taken, Arcot had been taken, and it may be said that every post of importance, Trichinopoly excepted, had been taken by the French. Had the ambition of the French Commanders been seconded by their Government at home in the way in which it might have been, the French power in India, and, in any view, in the Carnatic, must have become everywhere predominant, and the English would, in all probability, have been entirely extirpated. The struggles of the English, therefore, were as much for the sake of maintaining the existence of their own power, possessions, and trade in India, as for the sake of assisting and maintaining the power of the Nabob; and the result of the long continued struggle was to place the English in a position of power and importance, and to stir up their ambition in a way which possibly they never might have dreamt of, had they been let alone by the French.

But necessarily these struggles occasioned the English a large expenditure of money; and therefore, when the war came to a conclusion, they looked, and perhaps naturally looked, to the Nabob for, to some extent at least, reimbursement of their expenditure. The Nabob promptly and cheerfully met the demand, but from the day he undertook the obligation, *he placed himself and his successors in the dangerous position of debtors and obligants* to the East India Company.

Nabob places himself in relation of debtor and obligant to Company.

Prior to the surrender of the French in Pondicherry, the Nabob presented a draft of the conditions to which it appeared to him expedient that the two parties should bind themselves. One of these conditions was an offer to pay to the Company, in liquidation of the sums for which in the course of the war he had become responsible, 28 lacs of rupees (L.280,000) annually till the debts should be discharged, and 3 lacs of rupees (L.30,000) annually to defray the expense of the garrison at Trichinopoly. The President, Mr Pigot, agreed to these conditions by letter dated 23d June 1760. However, not long afterwards he presented to the Nabob a requisition for 50 lacs of rupees (L.500,000), which the Nabob, not possessing, had to raise by loan upon very disadvantageous terms; and the Company, through the President, made other demands which were equally oppressive.

Demands on him. Mill. vol. iii. p. 265

These demands were made at a time, moreover, when the country was in a condition little fitted to supply the Nabob with the means of payment. It had been desolated by successive and continued wars, and the different antagonists had collected the revenues and levied contributions in those districts which had at any time fallen into their hands. Not only so, but the collection was difficult by reason of the anarchy which these wars occasioned. The Nabob's treasury was exhausted; and having no means of meeting the demands of the English, pressure was made upon the Rajah of Tanjore, and 22 lacs of rupees (L.220,000) were agreed by him to be paid to the Nabob, a sum which was at once appropriated by the Company.

The English, however, began to represent to the Nabob the propriety of bestowing upon them a Jaghire or grant of lands, the rents and revenues of which, free from any deduction to the Nabob's treasury, should accrue to themselves. Accordingly, the Nabob agreed to grant them a Jaghire of certain districts, and sunnuds were in the year 1763 issued, granting the Jaghire of these districts, expressed in the following terms:—

Grants a Jaghire.

“Be it known to the Deesmokees, Deespondees, Muecuddems, husbandmen, and others, inhabitants of the District of Chingleput, belonging to the said Sircar, and depending upon the Subah of Arcot, for and in consideration of the many services rendered to my affairs by the English East India Company, their firm friendship for me, and the dependence I have of their always, in future, remaining firm in alliance with, and supporting myself and sons, I have given and made over to them, in Jaghire”

Vol. of Treaties, p. 339.

the several districts therein mentioned, the revenues of which amounted to 442,881 pagodas, equal to nearly L.130,000 per annum. These sunnuds obtained the confirmation of the Mogul by Firman already mentioned, dated 12th August 1765. In addition, however, to this, agreement was made with the Nabob that he should defray the expense of the Company's maintaining ten battalions of Sepoys for the

Contributes to Company's military expense.

Ninth Rep. Com. of Secrecy, p. 606 and 721.

His own military expenditure.

First Rep. Com. of Secrecy, p. 37.

*Ib.*, p. 258.

War with Hyder. Vol. iii., p. 333.

Occasions fresh demands.

2d Rep. Com. of Secrecy, 1772, p. 33.

Nabob agrees to pay £100,000.

Renewed War with Hyder.

Nabob remonstrates.

protection of the Carnatic, which necessarily involved a heavy annual contribution or appropriation of the revenues.

While the Nabob thus came under obligation, and granted Jaghires to the Company, he maintained a large, probably an unnecessarily large, military force himself. The exact amount of that force the Company appear at first not to have known, but it seems that in 1776 it amounted to nearly 40,000 men, and these troops were well disciplined; for in a letter from Fort St George, dated 4th July 1775, it is stated that his,

“the Nabob’s, second son, Ummeer ul Umrah, has seven distinct corps, consisting of Cavalry, light armed Sepoys, and Artillery; 12 battalions of sepoy, with near 1000 artillery; all which are far better disciplined than those of any of the country powers. Some of his black cavalry, we are informed, are as well disciplined as any of the English troops; his artillery attached to them may vie almost with Europeans.”—“He pays them himself, and all look up to him for honour and wealth.”

Reference has been already made to the victory which the English obtained over the united forces of Hyder and the Soubah, which resulted in the Treaty of 1768. This victory, says Mill,—

“Elevated the Madras Government to a high tone of ambition. They resolved not only to carry their arms into Mysore, but to make the conquest and acquisition of the country. They pressed Mohammed Ali to join the army, that the war might, as far as possible, appear to be his. ‘They pompously’ (as the Directors afterwards reproached them) ‘appointed him Phonsdar of Mysore,’ and afterwards accused him, for accepting that very title, ‘of an insatiable desire of extending his dominions.’”

The war was disastrous to the English, and resulted in their being obliged to conclude a treaty with Hyder. The war was then made the occasion of a fresh demand upon the Nabob; and in a letter to the Court of Directors, dated 20th March 1772, he wrote as follows:—

“Every demand hitherto made on me by your Governor and Council I have fully paid, though I could not prevail on them to give me my accounts till very lately; and even those are wrote in such a manner, that neither I nor any of my people can well understand them. However, from the beginning of my transactions to the end of October 1771, there is not a Daum\* due from me to the Company. The Governor and Council, in December 1769, thought proper to charge to my account Ten Lacks of Pagodas, as my share of the expense of the Mysore war; they have frequently mentioned, in their letters to me, that I acknowledged this as a just debt, and promised to pay it; and I understand, from your letters, that they had been at great pains to write in the same manner to England. In the Mysore war I expended large sums, as I maintained the whole army, paid the expense of the troops, as well as those employed in the war, as in the defence of the Carnatic at the time. By what management, then, could the extraordinary expenses amount to such a sum? This is the sense I have always had of the agreement I entered into with the Governor and Council in 1768: That I was to be put in possession of the conquered country, out of the revenues of which the whole expense of the war was to have been paid. The event of the war is well known, and in every one article the Governor and Council failed on their part, even in such as I esteemed essential to my honour as well as to my interest, and that of my country. I desire you to consider this matter well, and am certain that you will then see this matter in the light I do; and I appeal to yourselves, whether you think it probable I ever could be brought voluntarily to acknowledge this demand as a just debt in such circumstances.

“I have nothing so much at heart as endeavouring by every means to make my friendship with the Company stronger and stronger; and, therefore, in my last letter, by the ship Lord North, I told you that the next ship should bring you accounts of my friendship, that you might set your minds at ease. What is money to me without your friendship? or what sum can equal the value I have for you? Therefore, since you have been told that I would pay you Ten Lacks of Pagodas (£100,000), I now tell you, that out of pure friendship, and merely as the result of my own free will and choice, I will, in time of peace and tranquillity, pay to my friends, the East India Company, Ten Lacks of Pagodas; I ask nothing in return but your friendship, which I doubt not you will readily grant.”

In 1779, the Presidency of Madras resolved upon an expedition against Mahé. This was the territory of a petty prince on the Western Coast, who, with the other petty princes, his neighbours, had been rendered tributary to Hyder. The Nabob remonstrated against the expedition, and urged the necessity of making peace with Hyder, or, on the other hand, of first making terms with the Marattas and the Soubahdar. Instead of following his advice, the Presidency formed an arrangement with Bazalut Jung, which in the highest degree alarmed and exasperated both. The consequence was, that Hyder invaded and devastated the Carnatic, and involved the Company and the Nabob in a useless and protracted war, which was costly to both of the allied powers, and materially disturbed the internal tranquillity of the Carnatic, and was especially injurious to the

\* A Daum is equal to about a penny.

Nabob. Again, and with little semblance of justice, the Company made their demands upon the Nabob, who informed them that it was completely out of his power to render them assistance. “Participating in the general aversion to believe that the Nabob” was so circumstanced, the President renewed his importunities; and probably in consequence the Nabob applied to the Governor-General, concluded an arrangement with him, and intimated the fact to the President. This transaction is thus narrated in the letter from Bengal to the Court of Directors, dated 27th April 1781:—

“About the middle of last month, arrived in Fort William, Syed Assam Cawn Behaudre, Dewan of his Highness the Nabob Walla Jaw, accompanied by Mr Richard Joseph Sullivan. Their arrival was reported to us by the Governor-General on the 29th of that month, and a translation of their credentials as Ministers and Plenipotentiaries Extraordinary from his Highness the Nabob Walla Jaw was laid before us, together with a paper of requisitions prepared by the Dewan, who, in the name of his Master, requested the Board’s reply, expressing their resolution on each article as expeditiously as possible; their object being of the utmost importance, not only to the future prosperity of his country, but also to the safety of the English possessions in the Carnatic, and to the relief of his numerous creditors, whose claims and necessities he represented as great and distressing. We had, a few days before, received from the Nabob’s new consolidated creditors a proposal for the satisfaction of the debt owing to them from his Highness, and your Select Committee at Fort St George had transmitted to us with it a copy of their Minutes on a similar proposal made to them.

“Sensible of the heavy load of difficulties under which the Nabob Walla Jaw hath laboured for a considerable length of time, and anxious that a permanent plan should be adopted for the future regulation of the affairs of the Carnatic, we readily acquiesced in the desire of Syed Assam Cawn, that distinct replies should be given by us to each of the several propositions of the Nabob; and we agreed that the replies, if approved by the Dewan, should serve for the basis of an agreement between this Government and that of the Carnatic. As the agreement includes many particulars which cannot be made so clear in an abstract of them as in the perusal of the agreement itself, we have thought it necessary to transmit to you a copy of the requests of the Nabob Wallah Jaw, and of our replies to them, which together form the agreement, numbers in this dispatch. The agreement having been fairly engrossed on two distinct papers bearing the seal and signature of the Nabob Wallah Jaw, and the Dewan, Syed Assam Cawn Behaudre, and Mr Richard Joseph Sullivan, attending at our Council on the 2d inst., it was sealed and signed by them in our presence, and by us in their presence, and formally interchanged.

“We should have previously acquainted you that we were fully satisfied with the sufficiency of the powers with which Syed Assam Cawn Behaudre and Mr Richard Joseph Sullivan were invested on the part of the Nawaub Wallah Jaw; and being anxious that speedy and effectual remedies should be applied to the disordered state of the affairs of the Carnatic, deemed it of essential moment that the entire sanction of the controlling Government of India should be given to the agreement; and the more especially, as in the letters which have been received from the Presidency of Fort St George since the commencement of the late troubles in the Carnatic, they have repeatedly declared their total and absolute inability to obtain from the Carnatic the smallest supply of money for the maintenance of the war, or the support of their current expenses.”

The requests of the Nabob, which formed the one part of this agreement, were *inter alia* as follows:—“1. Let a treaty be firmly established between us which may last for ever, and be subject to no deviation.” The answer to this article is important, as showing the permanency of endurance with which the treaties afterwards concluded with the Nabobs of the Carnatic were intended to be regarded:—

“A temporary treaty shall be made, subject to the revision and approbation of the Company; and it is hoped this may serve as the basis of another treaty, to be concluded under the orders and instructions of the Company, and even with the sanction of the English Parliament, which may endure for ever, and rendered so binding that it shall not be in the power of any individual to break it or to depart from it.”

After some other articles, the sixth article is as follows:—

“After peace and alliance is made between us and the English Company, the enemies, the security, and the dangers of both will be the same; that is to say, whoever of us suffers an injury, it will be felt by both of us. I therefore wish that the English in India, or the King of Great Britain, would make a treaty of peace with the King of France; and let the peace and security of the Carnatic and the rights of my Government, without the connection of any one, and my power to appoint a successor in the Carnatic, be settled in a solid manner, and included in the treaty.”

The appointment of a successor by will, here referred to, was a favourite subject with Mahomed Ali, his wish being that his second son, Ameer-ul-Omrah, should succeed him. Whether he ever executed such a will in favour of that son is not known, but it is not improbable. The answer to this article admitted the right:—

“In whatever treaty,” it bore, “shall be concluded between the Nabob and the Company, it will of course be stipulated that the friends or enemies of either party should be held as equally the friends or enemies of the other, and their interest, their safety, and their danger the same. Such has been the implied condition of the alliance hitherto subsisting between the Nabob and the Company, although unsupported by any written engagements. Respecting the latter claim of this article, we are informed by Assam Cawn, the Nabob’s Dewan, that the Nabob possesses letters from the Com-

Fresh demands on Nabob.  
Arrangements with Governor-General.

Sixth Rep. Com. of Secrecy, p. 1051.

P. 1082.  
Agreement with Nabob.

pany, the King's Minister, and the King himself, on the subject of his will; and he has produced copies of those from the King and from the Company, *which all express a clear acknowledgment of the Nabob's right to appoint a successor to the Government of the Carnatic.* It is therefore unnecessary, and would be unbecoming in this Government, to make any provision, even in a temporary treaty, for such event, which we hope is far distant. Such acknowledgments are equivalent to treaties, and of the highest possible authority, and must be binding on all the servants of the Company, and on all the King's subjects."

In Article 8 the Nabob says—

"My constant wish has been to discharge the money due to the troops stationed by the Company, and I have always exerted myself for this purpose; from the commencement of my connection I have paid very considerable sums on this account, and on the day that Hyder invaded the Carnatic I owed the Governor and Council of Madras less than one lac of pagodas, which I was in hopes of discharging by receiving bills from the bankers in the country; when in the meanwhile the attack of our enemy began, and, instead of paying the balance in money to the Company, provided in my country a greater amount than that, in rice, and bullocks, and sheep for the army, besides the stores in my forts, of which there is a large supply in Trichinopoly, and a less quantity in Velore, etc.; and what was in those forts which our enemy has taken is in his possession; had not my bad destiny produced many obstacles, there is no doubt but at this time I should not have been indebted one single pagoda to the Company."

He then makes a proposal in regard to certain talooks, which he proposes should be handed over to his creditors; and mentions in Article 9, that for several reasons, and from the invasion of his enemy, which were not unknown to his friends, he was greatly distressed, and his subjects were not in a state to suffer him to have any hopes from them. The answer of the Company was,—

8. "This is just. Let the Nabob consent and engage to *assign all the revenues of his country during the war*, without any exception, to the Company for the actual support of the war." Then entering further into explanations, they conclude, "By this arrangement the resources of the Carnatic will be applied, as they ought to be, to its immediate defence and preservation; and the Nabob's faith and the rights of the creditors will be secure<sup>d</sup>, and this is agreeable to the request which the creditors themselves have formerly made."

And with reference to the Nabob's statement as to the debts he was owing to his creditors, a new adjustment was advised to be made.

The receipt of this communication occasioned discussion. The Nabob was naturally reluctant to part with his revenues, while the Company's servants were as naturally desirous of securing them. Their sole object, however, was the good of both parties. For even Sir Eyre Coote, who took a strong view of matters, thus wrote to the Select Committee on 11th September 1781:—

Carnatic Papers, 1803,  
vol. II., p. 52.

"I am fully persuaded in my own mind, that we should stand justified both to our King and country in taking for a time the entire management of the Carnatic; and in guaranteeing in their just rights and privileges such of the Polygars as either from necessity or ill-usage have been induced to become subservient to Hyder; and would upon such protection unite with us and against him, *not meaning thereby to rob the Nabob of either his honour or his rights*, but upon principles of the soundest friendship, and, with *all due respect and regard for his person and authority*, to give that real assistance towards his future interests, which, from a mistaken policy, he himself denies them. All resources which might by such a measure be obtained, would necessarily be employed in support of a war, and be credited to the Nabob in our accounts; which will carry with it the appearance of having given some assistance to the cause, whereas at present there is none."

Milk, vol. iv., p. 163.

Nabob assigns revenues to Company for 5 years.

"With much negotiation, it was at last arranged; that the revenues of all the dominions of the Nabob should be transferred to the Company for a period of five years at least; that of the proceeds one-sixth part should be reserved for the private expenses of himself and his family, the remainder being placed to his account; that the collectors should all be appointed by the President: and that the Nabob should not interfere. By this deed, which bore date the 2d of December 1781, the inconveniences of a double government, which by its very nature engendered discordance, negligence, rapacity, and profusion, were so far got rid of; though yet the misery and weakness to which they had contributed could not immediately be removed."

The assignment of the revenues, by lessening the ostensible importance of the Nabob, and infringing on his acknowledged independency, was most naturally distasteful to him, and he made representation against it to the Governor-General. Upon the information which the latter obtained, a resolution was passed on 8th January 1783 to surrender the assignment into the hands of the Nabob; but this was opposed to the views both of the Directors and of the Madras Presidency, and the resolution was not carried into effect at that time.

Carnatic Papers, 1803,  
vol. II., p. 53.

The opinions entertained are thus expressed in the two following letters to the Secret Committee of Directors, from Lord Macartney, then President at Madras, by whom the assignments had been carried through shortly after his arrival at the Presidency:—



24th January 1781.

Para. 10. Having, on my arrival in this country, found your affairs most critically situated in all respects, I endeavoured, by an early and laborious attention, to acquire exact information of the state of every department, and have communicated to you, from time to time, the result of my inquiries and observations.

11. The first thing that struck me as defective in your system, was the nature of the Company's connection with the Nabob, by which the resources of a province garrisoned and defended by your forces in peace and war were altogether in the control of his Highness, under a simple and insecure engagement of reimbursing, by instalments, the current charges of a certain proportion of those forces. This stipulation, even in peace, was, from constant failure and backwardness in the Nabob, a source of perpetual alarm to Government, which often found itself absolutely unable to provide for the payment of the troops when it became due. But if such are the inconveniences of this system in time of peace, how totally unprovided, weak, and defenceless must be your situation under it in time of war, and particularly of an invasion of the country from whence this scanty resource is to come? When Hyder Ali entered the Carnatic in July 1780, there was an instant stop to all payments from the Nabob, upon a plea of absolute inability. Your army, at the very moment that its expenses were doubled, lost even its usual supply, and the whole charges of the war, ordinary and extraordinary, and even the daily sustenance of the troops, were thrown upon you; in this dreadful exigency was obtained that Assignment, without which all your revenues and credit must have been inevitably sunk to no purpose.

12. In my letter of the 1st December, I declared my opinion, that from the moment you should surrender that Assignment, you would cease to be a nation on the coast: I now repeat to you the same opinion. Whatever reliance you may formerly have had upon the gratitude, friendship, or fidelity of the neighbouring princes, has been long since at an end; from the time of Hyder's entering the Carnatic in July 1780, to the Assignment of December 1781. The inability or unwillingness of the Nabob to assist you appears fully detailed on your records before my arrival in this country; and the Assignment itself, from the date of it till the Company had the full management of the revenue, was mere moonshine, and did not furnish you with a shilling. By the establishment secured under the late peace to the French on this coast, and by the force they possess and seem determined to maintain here, it is past a doubt that your first and principal stand against that nation, in case of a rupture, must be made in the Carnatic. What, then, have you to trust to? To nothing but yourselves having the administration and direction of the revenues of the country which is to be defended.

14th October 1781. Vol. ii., p. 60.

Para. 7. From the statements now enclosed, you must perceive at once how impossible it will be for you to exist in the Carnatic if you surrender the Assignment. With every attention to the management of the revenue on its present advantageous footing, your relief from this resource will not be very material for the next three years; afterwards, indeed, if the peace of the country be not disturbed, a rapid progress may be made in the discharge of the Company's and the Nabob's incumbrances; but without the Assignment, I see not a ray of hope for the preservation of the Company or the security of the Nabob on this coast. As my voucher for this assertion, I must call to your remembrance the disordered and ruinous state of the country, and the extreme insufficiency of the Nabob's payments while he collected the revenues himself. During the first eighteen months of the late invasion, the Company obtained scarcely any assistance from him. The Assignment was then procured; and in the next eighteen months, notwithstanding the devastations of the enemy, and the greatest opposition and intrigue on the part of the Nabob himself, you will observe, from the books of this Presidency, what considerable resources have been drawn from the country,—resources without which all our other aids must have totally failed in carrying us through the multiplied embarrassments of the war.

The Board of Control, however, interfered; and for the purpose of giving to all the powers of India a strong proof of the national faith, ordered restoration of the revenues; and, in June 1785, a preliminary treaty was entered into with the Nabob, by which the Nabob agreed to pay his proportion, fixed at 4 lacs of pagodas per annum (L.160,000), of the current charges, and 12 lacs of pagodas per annum (L.480,000) on account of his debts to the Company and private creditors until those debts were discharged; and, in the event of failure in the payment, certain districts were assigned to the Company in security; and by the last article it was declared, "the within conditions being first duly signed and sealed by the respective parties, the agreement of the 2d December 1781 will be immediately returned to his Highness the Nabob, who is hereby restored to the possession of, and full exercise of sovereignty over, the Carnatic."

Sir Archibald Campbell arrived at Madras as President of that Presidency after this restoration to the Nabob of the collection of his revenues, and one of the principal duties he had then to perform was that of effecting a new arrangement with the Nabob. The instructions he had received appear to have been, to have required a much larger annual payment from the Nabob than what had hitherto been agreed upon, and on this subject he, on 18th April 1786, thus feelingly wrote:—

Though I may fail in accomplishing all you wish, be assured that I will leave nothing untried to make the arrangement with his Highness and the Rajah of Tanjore as consonant as possible to your instructions, and that no deviation from them shall ever meet with my approbation, except where the case may render it indispensably necessary. At the same time, I wish you to be aware

Vol. of Treaties, 1.  
297.  
Preliminary Treaty of  
1785.

Carnatic Papers, 180.  
vol. ii., p. 80.

that, from the Nabob being assessed 12 lacks for the payment of his debts, and 4 lacks towards military charges, his country, under its present management, may not, perhaps, be found able to bear any great additional burden, although, in strict justice, and in compliance with your orders, a much greater demand will be fully warranted.

12. While I call in question any part of the agreement lately entered into with the Nabob of Arcot, I must do him the justice to say that, so far as it has gone, his Highness has acted up to the terms agreed upon by paying his Kists punctually as they became due : which, joined to the great respect I have for his Highness, cannot fail to secure to him every degree of kindness and attention on the part of this Government.

Treaty of 1787. After some negotiation, a treaty was entered into, dated 24th February 1787. This treaty proceeded upon the narrative, that

The Court of Directors of the Honourable United East India Company, having taken into their serious consideration the great advantages which may be attained by improving the blessings of peace, now happily re-established on the coast of Coromandel and the Carnatic ; and considering the present hour the best suited for settling and arranging, by a just and equitable treaty, a plan for the future defence and protection of the Carnatic and the Northern Sircars on a solid and lasting foundation, have communicated these their sentiments to his Highness the Nabob of the Carnatic, who, being fully impressed with the propriety and wisdom of such an arrangement, has for himself, his heirs and successors, adjusted and concluded a solid and permanent treaty with the President and Council of Fort St George, upon the principles and conditions herein after mentioned ; in consequence whereof, it is stipulated and agreed that due provision shall be made for the military peace establishment ; and also, that, for discharging the expense of war, in the event of a war breaking out in the Carnatic, or on the coast of Coromandel, certain contributions or proportions of the revenues of the contracting parties shall be united into one common stock, to be applied for their mutual security and defence. And as it is necessary that the application of the said contributions, both for peace and war, shall be reposed in the United Company or their representatives, together with the direction of the war, the company of the army, magazines of stores and provisions (the granaries and present magazines of his Highness the Nabob excepted), with full power to occupy or dismantle such forts as by them shall be deemed necessary for the general security, the said contracting parties do hereby solemnly engage and agree, for themselves and their successors, to and with each other, in manner following,—that is to say, Article 1. The friends and enemies of his Highness the Nabob of the Carnatic, and of the English United East India Company, shall be considered as the friends and enemies of both.

It was then provided that the Nabob should contribute towards the military peace establishment, and should pay into the treasury of the Company the annual sum of 9 lacs of pagodas (L.360,000), in place of the 4 lacs agreed by the Preliminary Treaty ; and that the Company should, with the aid of Tanjore, contribute such further sums as might be necessary, and should annually furnish the Nabob with an account of the troops maintained by his contribution ; and the security of the assignment of districts was made to the Company in case of failure in the punctual payment of the 9 lacs. It was further provided that, in the event of any war breaking out in the Carnatic or on the coast of Coromandel, the Company should charge themselves with the direction, order, and conduct thereof, and both parties should each contribute four-fifths of their whole revenues in the Carnatic to the military expenses of the war. It was further agreed by Article 15, that,

“ Whenever the Company shall enter into any negotiations, wherein the interests of the Carnatic and its dependencies may be concerned, the President in Council of Fort St George shall communicate the proceedings to his Highness the Nabob of the Carnatic, as the firm ally of the Company ; and although the direction of the combined force of the country is committed entirely to the Honourable Company or their representatives, it is nevertheless understood, that his Highness shall be informed of all measures which shall relate to the declaring of war or making of peace with any of the princes and powers of Hindostan, so far as the interests of the Carnatic may be immediately concerned therein, and the name of his Highness shall be inserted in all treaties regarding the Carnatic, and his Highness will not enter into any political negotiations or controversies with any state or power, without the consent or approbation of the President in Council of Fort St George.”

By Article 19 it was further stipulated that the articles of agreement contained in the Preliminary Treaty above-mentioned, in so far as they related to the discharge of the debts of his Highness the Nabob, should be in continual full force—in other words, that the Nabob should continue to pay 12 lacs of pagodas per annum to the reduction of his debts ; but in so far as regarded the agreement to pay 4 lacs towards current expenses, the previous article declared that the Preliminary Treaty should be null and void.

Sir Archibald Campbell, in his letter of 24th Feb. 1787 to the Court of Directors announcing the completion of this Treaty, after alluding to his investigations and negotiations, thus wrote :—

Letter, Sir A. Campbell, announcing Treaty. *Campbell's Papers*, 1863, vol. ii. p. 61.

*Under the Nabob's present expensive system of managing his revenues, I think it almost certain that his Highness could not afford to pay the 10½ lacks of pagodas annually, and 12 lacks more to his creditors, without involving himself and family in very great difficulties ; and I think it my duty to say so candidly, rather than mislead the Company into expectations which can only tend to deceive them. Viewing matters in this light, I proposed to his Highness, that in case the Court of Directors*

did not comply with his request for an abatement of two lacks of pagodas from the annual sum paid to the creditors, and in case the revenues of his Highness should not be found adequate to the discharge of the same, I should have great pleasure in assenting to those two lacks of pagodas being carried to the account current of his Highness with the Company.

14. On a subsequent meeting with the old Nabob, his Highness in a very affecting manner stated his distresses, and warmly represented his disposition to do whatever I should, in the name of the Company, say he in justice ought to pay; at the same time throwing himself upon the generosity and friendship of the Company, from a conviction that they would never ask him to engage for more than he was able actually to perform. The old Prince was considerably agitated at this period, and retired, leaving his son the Ameer (ul-Omrâh) to communicate his sentiments as to the extent of his powers to comply with the requisitions proposed.

15. Pleased with the moderation and propriety of the Nabob's conduct, I desired the Ameer to inform me what sum his Highness could pay with ease to himself and comfort to his family. The Ameer replied that he was instructed by his father to say, that he could pay nine lacks of pagodas annually to the army peace establishment, and have a sufficient surplus to make himself and his family happy and comfortable.

16. An offer of such magnitude, accompanied with the certain prospect of giving satisfaction to a venerable Prince and happiness to his whole family, could not fail to be acceded to, especially as it produced an additional revenue of five lacks of pagodas, or £200,000 sterling, annually to the Company; and was unanimously approved of by the Council on my laying the offer before them.

17. Exclusive of the pleasure I enjoyed in diffusing happiness to all the branches of a family who look up to this Government for protection and support, the consideration of the Nabob's inviolable attachment to the British nation, and the strong assurances which his Highness had uniformly received of the friendship and liberality of the India Company, rendered it in my opinion a matter of wisdom and good policy to deviate in a small degree from the rigid principles set forth in my minute, especially as such a deviation was most likely to obtain much greater objects in the Treaty. If to these considerations I am permitted to add the impressions I had received from your letter of the 22d of September 1785, which directs every degree of attention to the convenience and happiness of the Nabob in forming this Treaty, I trust you will think I did not make any unwarranted or improper sacrifice of the Honourable Company's interest in acceding to the Nabob's proposal.

He then proceeds to mention the arrangements made for time of war, and that it had been agreed that

The Nabob of the Carnatic, after deducting certain jaghires and charities, amounting to 2,31,787 pagodas, should contribute four-fifths of his gross revenues to the purposes of the war, *leaving* (and it may be of some importance to note this) *the other fifth to answer for the current charges of his family and civil government.* It was also stipulated and agreed that the Nabob should pay twenty-five fifty-one parts of all expenses incurred in time of war.

As being in strict proportion to the amount of his revenues, as compared with those of the Company and of the Rajah of Tanjore—He adds,—

20. The care I have taken in securing to the Company the punctual payment of the several sums agreed upon, will be sufficiently illustrated by the Treaty itself, which I have the honour to enclose. It is therefore necessary only to observe that this, as well as all the other objects recommended to me by the Court of Directors, have been minutely attended to in this Treaty.

21. *The power of the purse and sword is now completely secured to the Company without lessening the consequence of the Nabob;* and I pledge myself that these powers, so long as I have the honour to preside in this Government, will be exerted with discretion, and to the utmost of my abilities, to secure the interests and promote the honour and prosperity of the India Company.

22. If the articles of this Treaty appear satisfactory to you; if they produce, as I trust they will, solid and lasting advantages to the India Company, *by the very respectable addition of five lacks of pagodas to their annual receipts, while the Nabob of the Carnatic is happy and pleased with the arrangement,* I shall think my labours well bestowed, and feel that I am fully rewarded for all the fatigue and anxiety of mind I have undergone, preparatory to and during the whole of this negotiation, which I can with truth say has greatly exceeded any description that I can possibly convey.

I should not, he adds, discharge my duty to the Honourable Company, were I not to recommend the present state of the Nabob's finances to your most serious consideration. The voluntary grant of so large a proportion of his revenues to the public and private creditors of his Highness does, in my opinion, infinite honour, and marks his real character. But it ought to be considered that this grant was made at a time when he thought his proportion for the defence of the Carnatic would not exceed the sum of four lacks of pagodas annually. His contribution for this defence is now extended to nine lacks; and I can easily perceive that, although he has cheerfully agreed to pay for that purpose five lacks of pagodas more than he expected, yet it is from a conviction that such a contribution is indispensable for the general security; and that this venerable Prince would rather subject himself and family to the feelings of difficulty and distress, than be thought backward for a single moment in contributing most liberally to any arrangement which might tend effectually to the defence and prosperity of the Carnatic.

Mill, vol. v., p. 251.

Of this arrangement in general the Directors expressed great approbation, but Directors required that, instead of 9 lacks, the Nabob should be obliged to pay 11 lacks additional payment towards the current expenses; and he was obliged to agree to this hard proposal, although the Nabob strongly remonstrated, stating his inability to meet so heavy a demand.

The Treaty was not long in being considered defective in its machinery for carrying out the purposes of the parties; the management of the Nabob was probably, like that of most of the native powers, defective and insufficient for the realisation of the revenues. At all events, it was not so complete as the English Treaty found imperfect; Communications as to amendment of it.

were accustomed to in their own affairs; and General Meadows, then President of Madras, on 31st March, 1790, wrote to the Court of Directors:—

Carnatic Papers,  
1803, vol. ii., p. 83.

His Highness the Nabob is so backward in his payments, so oppressive to his Polygars, whom at this time it is so necessary to have on our side, that I conceive it will be absolutely necessary, upon his first material delay of payment, to *take the management of his country into your own hands*; a measure, in spite of the opposition to it, *so advantageous to you, the country, and even to his Highness himself*, when so wisely projected and ably executed by Lord Macartney (referring to the agreement of 1781).

On 16th September 1790, the President and Council at Madras wrote:—

We resolved to submit to the Supreme Government the correspondence which had taken place between our President and the Nabob; and to point out to his Lordship in Council the impolicy of depending for our principal resources, at a time when the greatest exertions were necessary, and pecuniary supplies were of the utmost importance, upon the *operations and management of the Nabob's Government, of which the system was, perhaps, as defective and inefficient as any upon earth*. And we did not hesitate to declare it as our unqualified opinion, that this Government (meaning the Company), ought, *during the war*, to take the Nabob's country under their own management, as affording the only means by which the resources to be derived from it could be realised, and the fidelity and attachment of the Polygars and tributaries secured, which is of the utmost importance to the successful operations of the war. In the event of his Lordship's agreeing with us in opinion, and instructing us to act in conformity, we submitted to him the necessity of our adopting the measure in so comprehensive a manner as to preclude any kind of interference on the part of the Nabob while the country might be under our management; and stating, that if this were not done, the expected advantages could not be derived.

The Governor-General, upon receipt, recommended obtaining the consent of the Nabob to assuming the Government of the country. To this the Nabob was vehemently opposed; and the Madras Council wrote:—

We cannot say that the event has surprised us; for when it is considered how many people attached to the Durbar are interested in the Nabob's retaining the management of his country in his hands, it will not be a matter of wonder that every effort should be made to prevent his again ceding what, in a former instance, he had much difficulty in recovering. We are convinced he will never make a voluntary assignment of his country.

On 21st June the Governor-General in Council, declaring their

Perfect persuasion of the impossibility of obtaining in future the stipulated proportion of the Nabob's revenues through the medium of his own managers, which also precluded all hopes of being able by those means to recover the immense amount of his balance, authorised and directed the Governor and Council of Madras to take effectual measures to put the Company *into immediate possession of the management of his Highness' revenues and country, in order that the total amount of the collections might be applied with fidelity and economy in the proportions that had been already settled, To defray the exigencies of the war, and to support his Highness' own family and dignity*.

And add,

We trust, however, that before long his Highness will be fully sensible of the interested and criminal motives of the advisers by whom he has been influenced to resist your solicitations; and that he will soon see, that whilst his people will be treated with justice and humanity, a liberal fund will be secured *for the maintenance of his own family and dignity*, and that the remainder of the revenues will be secured from the hands of extortioners and usurers, *and honourably applied to the defence and protection of his subjects and dominions*.

10th August 1790.

In reporting upon these transactions to the Court of Directors, the Governor-General thus wrote:—

I was impelled to the determination of assuming the revenues of the Carnatic by the strongest considerations of humanity, justice, and public necessity. The flagrant failure on the part of the Nabob in the performance of the stipulations of the Treaty with the Company, ought long ago to have awakened the Government of Fort St George to a sense of their public duty; and would, in strictness, at any time have merited the serious interference of this Government. But at a dangerous juncture, when the resources of Bengal are totally inadequate alone to support the expense of the war, into which we have been forced by one of the most inveterate enemies of his Highness' family and of the British name, I could not for a moment hesitate in discharging what clearly appeared to me to be the duty of my station, by taking the only measures that could be effectual for securing the proportional assistance to which we are entitled from the funds of the Carnatic. I must likewise observe, that by executing this resolution, I have every reason to believe that whilst we provide for the general safety, we at the same time greatly promote the interests of humanity. For, by the concurrent accounts that I have received from many quarters, I am perfectly convinced that, from the Nabob's being unacquainted with the details of business, and either from an indifference to the distresses of his subjects, or from a total incapacity to superintend and control the conduct of his renters and managers, the most insatiable extortions and cruel oppressions are nowhere in India more openly and generally committed with impunity upon the mass of the miserable inhabitants, than by his Highness' officers in the internal management of his country. And it will therefore not only be felt as a relief by the body of the people to be put under the authority of the Company's servants, but we shall probably be able, by mild and just treatment, to conciliate on this critical occasion the attachment of the Southern Polygars, who, from being

harassed by the unreasonable exactions of the Nabob's renters, have almost always been ripe for disturbance and revolt. I trust, likewise, that in addition to the other advantages that may be expected from the measure of taking the management of the Carnatic into your own hands, it may tend to break off a connection between the Durbar and many of your servants, from which nothing but the most baneful effects can result both to your own and his Highness' interests. The relation between his Highness and the Company's Government; the delusive schemes into which he has at different times been drawn, by the acts of intriguing and interested men, to seek for support in England against regulations and orders no less calculated for *his* real good than for the advantage of the Company; and the ease which Europeans of all descriptions have found, by the vicinity of his residence to Madras, in carrying on an intercourse with him, in defiance of all your prohibitions, have thrown out temptations that have proved irresistible to several of your servants, and other persons, not only recently, but during a long period of years, to engage in unjustifiable and usurious transactions with the Durbar. And I believe I may venture to assure you, that it is to these causes, so highly injurious to the Company's interest, and so disgraceful to the national character, that the present state of disorder and ruin in his Highness' affairs is principally to be attributed. It will require much mature consideration to devise means that will be effectual to prevent a repetition of these evils; and, indeed, I must freely own, that I could not venture to propose any plan on the success of which I could have a firm reliance, unless the Nabob *could be induced, by a large annual revenue, to surrender the management of his country for a long term of years to the Company.*

These documents are very important, as indicating what were the views of the officials of the Company in reference to obtaining the management of the Carnatic into their own hands; and the concluding sentence of the above letter affords a sufficient commentary upon, and explanation of, the arrangement afterwards come to by the Treaty of 1801, to which reference will hereafter be made. It is quite clear from this letter, which, probably, greatly exaggerated the real state of matters, that all that was wanted was to obtain possession of the government and collection of the revenues, as a measure of benefit to all concerned; and had simply in view the object of securing payment to themselves of the amount agreed to be paid by the Treaty, and of handing over the balance to the Nabob, because the Nabob's management was so bad and defective, that they could not trust to it for securing payment of these obligations. As we advance, this will become still more apparent.

This arrangement was followed by the complete approbation of the Directors, who considered, from the experience they had had of the Assignment of 1781, that such an Assignment was the only effectual method of securing the Nabob's payments. The English were then at war with Tippoo, and upon its conclusion, in 1792, the Carnatic revenues fell to be restored to the Nabob. This led to negotiations for a new Treaty, both parties being dissatisfied with the former Treaty; the Nabob complaining that its pecuniary conditions were heavier than the country was able to bear, the English complaining that the securities it provided for the payments by the Nabob were inadequate to their end. The Treaty of 1787 was therefore annulled, and a new Treaty, dated 12th July 1792, was entered into. This Treaty is still in subsistence, and it is therefore of importance to attend to its terms. It narrates that—

Whereas a certain engagement entered into between the Honourable English East India Company, and His Highness the Nawaub of the Carnatic, bearing date the 24th February 1787, for the purpose of cementing an everlasting friendship with each other, and of contributing mutually towards the defence of the Carnatic and countries dependent thereon; whereby it was stipulated that the said Company should maintain a military force, and that the said Nawaub should pay annually a certain sum of money arising from the revenues of the Carnatic, and should furnish sufficient and satisfactory security, under certain conditions expressed in the said engagement, for the regular payment of the sum stipulated to the said Company; and whereas it appears by the representations of the said Nawaub, contained in a certain letter addressed by him to the Governor-General, etc., etc., dated the 18th of the month Shawal, 1206 Higera (corresponding with the 9th June 1792), that the resources of the Carnatic are not competent to enable him to perform the stipulations in the said engagement; and whereas it further appears that the security which the said Nawaub agreed in the above-mentioned engagement to furnish for the due payment of the stipulated sum to the said Company, is, in its nature, inadequate to the end intended; and whereas certain agreements have also been entered into between the said Company and the said Nawaub, for the discharge of certain debts due by the said Nawaub to private persons, it has been mutually agreed, in consequence of the above written circumstances, that the engagement aforesaid shall henceforth be considered by the contracting parties as annulled, and no longer of effect or in force; and in lieu thereof, the Right Honourable Charles Earl Cornwallis, Knight of the Most Noble Order of the Garter, Governor-General, etc., etc., etc., invested with full powers on the part of the said Honourable English East India Company to direct and control the affairs of the said Company in the East Indies, in the name of and for the said Company, their heirs and successors, on one part, and the Nawaub Wallah Jah Ameer-ul-Hind Omdut-ul-Moulk Asoph-ul-Dowlah Uneh-ul-Deen Khan Behauder Zuffar Jung Sepah Salar Nabob of the Carnatic, in his own name, and for himself *and his successors*, his eldest son Nabob Omdut-ul-Omrah Najun-ul-Moulk Assud-ul-Dowlah Hasein Ally Khan Behauder Zool Sircar Zung, *and his heirs and successors*, on the other part, agreed to the following Articles, which shall be binding on the respective contracting parties for the purposes contained therein, notwithstanding all or any of the conditions stipulated in the engagement dated the 24th February 1787 to the contrary.

ARTICLE I. The friends and enemies of either of the contracting parties shall be considered the friends and enemies of both.

ARTICLE II. In order to execute the foregoing article in its full extent, the Honourable English East India Company agree to maintain a military force, and the Nawaub Wallah Jah Behauder agrees to contribute annually a certain sum of money, hereinafter mentioned, as his share of the expense of the said military force; the said Nawaub further agreeing, that the disposal of the said sum, together with the arrangement and employment of the troops supported by it, shall be left entirely to the said Company.

ARTICLE III. It is hereby also agreed, that for the further security and defence of the countries belonging and subject to the contracting parties in the Carnatic, etc., that all forts shall be garrisoned by the troops of the said Company: and in the event of war breaking out in the Carnatic and countries appertaining to either party, and dependent on the Carnatic or contiguous thereto, it is agreed, for the better prosecution of it, that as long as it should last, the said Company shall possess full authority over the Carnatic (except the Jaghires belonging to the family of the said Nawaub, amounting to Star Pagodas 2,13,911, which, on condition of the good behaviour of the Jaghiredars of the said Jaghires, and of their fidelity to the said Nawaub and to the said Company, shall be continued to them, subject to the pleasure of the said Nawaub only, and except also certain charities, amounting to Star Pagodas 21,366, subject to the same conditions as are mentioned with respect to the Jaghires), and shall collect the revenues thereof, the said Company hereby engaging that, during such war, they will pay to the said Nawaub one-fifth share of the net revenue arising therefrom, and that, at the conclusion of the war, the Carnatic shall be restored to the said Nawaub, except in certain cases, which are hereinafter mentioned.

ARTICLE IV. The Nawaub Wallah Jah agrees to pay to the said Company, for the purpose of mutual defence, the sum of nine lacks of Star Pagodas annually, as his share of the expense for the military force; and also in consequence of certain agreements entered into by him with the said Company, and guaranteed by the Parliament of Great Britain, for the purpose of liquidating certain debts due by the said Nawaub, a further sum of 6,21,105 Star Pagodas annually, which further sum of 6,21,105 Star Pagodas shall cease on the full liquidation of the debts above mentioned, and the sum of 9,00,000 of Star Pagodas only shall continue to be paid by the said Nawaub to the Company.

ARTICLE V. The said Nawaub having agreed to pay the aggregate sum of 15,21,105 Star Pagodas, as mentioned in the fourth article, determines that the tributes or Peschush, payable by the Poligars, as more particularly mentioned in the Schedule No. 1, hereunto annexed, shall be collected by the said Company, who agree to make the collection thereof at their own expense and risk, and that they will not increase the demand on the said Poligars beyond the sum mentioned in the said Schedule, except in the case hereinafter mentioned, nor charge to the said Nawaub either the expense attending the collection or any deficiencies that may arise thereon, but will give credit to the said Nawaub annually for the aforesaid tributes or Peschush, in part payment of the sum of nine lacks of Star Pagodas above mentioned, without any deduction whatever. Although the contracting parties have, in the present instrument, agreed that the sum of 2,64,704 Star Pagodas 20 Fanams 26 Cash be deducted from the sum of nine lacks of Pagodas, as the amount of the tributes or Peschush from the Poligars; yet should it, on future inquiry, appear that the said Poligars ought, by virtue of any existing and lawful engagements, to pay a larger sum, it shall be demanded of them; and any addition that shall thus be made to the sums mentioned in the said Schedule, shall be deducted from the sum of nine lacks, in like manner with the sum of 2,64,704 Star Pagodas 20 Fanams 26 Cash, and a similar deduction shall, in consequence, be made in the Kistbundy hereinafter mentioned. It is, however, mutually agreed, that the diminution of this aggregate sum which shall take place on the full liquidation of the debts, as specified in the fourth article, shall make no change in this article, which shall, notwithstanding such diminution, remain in full force.

ARTICLE VI. The said Company, desirous of preserving the rights of sovereignty over the said Poligars to the said Nawaub, engage to the utmost of their power, and consistent with the realisation of the tributes of Peschush from them, to enforce the allegiance and submission of the said Poligars to the said Nawaub, in customary ceremonies, and in furnishing the Poligar Peons, according to established custom, for the collection of the revenues, the support of Government, and for the protection of the property of the inhabitants of the said Nawaub's country, promising that all acts of authority shall be exercised, and all accounts of revenue (of which accounts the said Nawaub, if he so wishes, shall be annually furnished with copies) shall bear his, the said Nawaub's, name. For the better execution of this and the fifth article, the said Nawaub promises to furnish to the said Company, that is to say, to their representatives, the President and Council of Fort St George, the necessary orders, under his seal and signature, addressed to each Poligar, and to the purport hereof, without delay.

ARTICLE VII. After deducting from the above-mentioned sum of nine lacks of Star Pagodas, which forms a part of the aggregate sum of 15,21,105 Star Pagodas, mentioned in the fifth article, the amount of the tributes or Peschush from the Poligars, as specified in the Schedule No. 1, the said Nawaub agrees to pay annually the remaining sum, being 6,35,295 Star Pagodas 15 Fanams 54 Cash, together with the further sum of 6,21,105 Star Pagodas, for the purpose mentioned in the fourth article, making the sum of 12,56,400 Star Pagodas 15 Fanams 54 Cash, at the following periods:—

	Star Pagodas.	F.	C.
On the 1st September, . . . . .	1,00,000	0	0
1st October, . . . . .	1,00,000	0	0
1st November, . . . . .	1,00,000	0	0
1st December, . . . . .	1,00,000	0	0
1st January, . . . . .	1,00,000	0	0
1st February, . . . . .	1,00,000	0	0
1st March, . . . . .	1,50,000	0	0
1st April, . . . . .	1,50,000	0	0
1st May, . . . . .	2,00,000	0	0
1st June, . . . . .	1,56,400	15	54
Star Pagodas, . . . . .	12,56,400	15	54



And it is mutually agreed, that on the full liquidation of the debts before mentioned, when the payment of the sum of Star Pagodas 6,21,105 shall cease, by virtue of the fourth article, a reduction, in equal proportion, shall take place in the above instalments.

ARTICLE VIII. The said Nawaub engages to make good to the said Company the payments of the sums, according to the instalments of Kistbundy contained in the seventh article; and *if, contrary to his sincere intentions and exertions, any of the said sums shall not be fully paid, at the expiration of fifteen days from the time limited, in that case the said Nawaub agrees, that the said Company shall assume the management of, and make the collection of the revenues, from the districts mentioned in the Schedule No. 2, hereunto annexed, according to the following conditions: and for this the present engagement shall be considered sufficient authority, the said Company, through their President and Council at Fort St George, giving immediate and explicit information, according to the tenor thereof, to the said Nawaub, who shall, on the arrival of the Company's officers in the said district, recall all his officers, except one in each district, which officer shall remain at the Sudder Cutcherry, and shall be furnished annually, by the officer of the said Company, with copies of the Sudder Cutcherry accounts, of the gross collections, and of the net receipts, under the attestation of the officer of the said Company, and of the Sudder Omlah of the district.*

*First.* The said Company shall assume the management of such district or districts, the revenues of which, after deducting the charges of collections, shall equal the amount of the Kist which shall have fallen in arrear.

*Second.* The said Company agree, that a deduction shall take place proportionably from the amount of each of the ten Kists above mentioned, equal to the amount of the net revenue of the district or districts which shall have been assumed as above, such deduction commencing from the day that the assumption shall take place. It is also mutually agreed, that an account, called "*Balance account*," shall be immediately opened, for this and other purposes hereinafter mentioned, bearing an interest of eight per cent. per annum, between the said Nawaub and the said Company, in which the said Nawaub shall be debited for the balance accrued in his above stipulated payments, and also for the amount deducted, as above, from the ten Kists, and shall be credited for the net revenue collected from the said district or districts, the said Company continuing to exercise authority in, and to make the collections from the same, until, in consequence of the full liquidation of the debts and diminution of the annual sum, to be for that purpose paid by the Nabob to the said Company, according to the fourth article, the said balance account shall be equal on the debit and credit side, and nothing shall remain due to the said Company, then the said district or districts shall revert to the management of the said Nawaub.

*Third.* Whenever the said district or districts, thus assumed, shall be restored, according to the above condition, it is agreed, that in case any of the Kists for the sum remaining (after the deduction of the sum of 6,35,21,105 Star Pagodas, that is to say, for the sum of 6,35,295 Star Pagodas 15 Fanams 54 Cash, be not paid fifteen days after the expiration of the time limited, the said Company shall possess equal power to assume the districts mentioned in the said Schedule, No. 2, as in the first instance, and shall accordingly assume such district or districts, the revenues of which, after deducting the charges of collection, shall equal the amount of the Kist which shall have fallen in arrear, from which they shall realise the balance that shall have arisen in the payment of the Kists, and shall give credit to the said Nawaub for the surplus and subsequent net revenues, in part payment of the sum of 6,35,295 Star Pagodas 15 Fanams 54 Cash; and, in this case, the management of the district or districts thus assumed, shall for ever continue in the possession of the said Company, anything contained in the third article of the present engagement to the contrary notwithstanding, and the said Company agree to give the Nawaub credit for the revenue arising therefrom.

*Fourth.* In order to prevent any loss arising to either party from this measure, it is mutually agreed, that the district or districts which shall thus be assumed by the said Company, shall be entire, as mentioned in the said Schedule, and not parts of districts.

*Fifth.* In consequence of this measure, whereby the districts mentioned in the Schedule, No. 2, become responsible for any arrears that may accrue in the payment of the above stipulated Kists, the said Nawaub agrees, that he will not grant Tunkaws, or assignments, on any account on the revenues thereof, and if, contrary to this condition, any Tunkaws or assignments should exist, where the said districts or any of them shall be assumed by the said Company, such Tunkaws, or assignments, shall be declared by the said Company and the said Nawaub to be of no value, nor shall they remain in effect.

*Sixth.* It is agreed between the contracting parties, that the above described balance account shall be annually adjusted, and a committee, consisting of four respectable and capable persons, of which two shall be nominated by the said Company and two by the said Nawaub, shall assemble, on the 1st day of August of every year, commencing with 1793, for the purpose of adjusting and drawing out a fair and equitable statement thereof.

ARTICLE IX. In case the said Nawaub shall, at any time, have occasion for any number of troops for the collection of his revenues, the support of his authority, or the good order and government of his country, the said Company agree to furnish a sufficient number of troops for that purpose, on public representation being made by the said Nawaub to the President and Council of Fort St George, of the necessity of employing such troops, and of the objects to be obtained thereby: and the said Nawaub agrees to defray the additional expense of such troops, so long as they may be employed at his request, this additional expense being the sum over and above the expense of such troops while in garrison or at fixed quarters: and it shall be at the option of the said Nawaub to reimburse the said surplus expense, either on the conclusion of the service on which such troops may have been employed, in money, or to add it to the debit side of the account called balance account, as more particularly explained in the second condition of the eighth article.

ARTICLE X. The said Nawaub shall receive regular information of any negotiation which shall relate to declaring war or making peace, wherein the said Company may engage, and the interests of the Carnatic and its dependencies may be concerned; and the said Nawaub shall be considered as an ally of the said Company in all Treaties which shall in any respect affect the Carnatic and countries depending thereon, or belonging to either of the contracting parties contiguous thereto; and the said Nawaub agrees that he will not enter into any negotiation or political correspondence with any European or native power without the consent of the said Company.

This Treaty, consisting of ten articles, and having two Schedules annexed thereto, marked No. 1 and No. 2, shall be in force and have effect from the 12th day of July 1792 (corresponding with the 22d day of the month Zekaida, 1206 Higeria); and the contracting parties having affixed their respective seals and signatures to two counterparts, on the dates undermentioned, that is to say, the Right Honourable Charles Earl Cornwallis, K.G., Governor-General, etc. etc. etc., shall affix his seal and signature to one counterpart, on the part of the Honourable English East India Company, and the Nawaub Walla Jah Behauder, Nawaub of the Carnatic, shall affix his seal and signature to another counterpart, shall be exchanged.

Signed and Sealed at Chepauk House, this 22d day of Zekaida 1206, and 12th day of July 1792.

The completion of this Treaty was communicated by Lord Cornwallis to the Honourable Court of Directors, by letter dated 9th July 1792, in which he says :—

Carnatic Papers, 1803,  
vol. ii., p. 84.

2. *The disadvantage and danger arising from the separation of the internal government and management of the revenue of the country from the responsibility for its defence, is so obvious, that if there had appeared to be the least chance of obtaining the Nabob's voluntary acquiescence, I should without hesitation have been ready to propose to him, as the plan best calculated for promoting his own interest and comfort, and the happiness of the inhabitants of the Carnatic, that he should intrust the Company with the entire management of the country, in addition to the responsibility for its defence, under an engagement on their part, after allotting certain sums for public purposes, and for the gradual liquidation of his private debts, to pay to him regularly a liberal portion of its revenues for the maintenance of his family, and the support of his dignity. But the Nabob's own disposition, and the influence of a number of interested people of a variety of descriptions with whom he has intercourse, left me no ground to hope that he could be brought to give his free consent to an arrangement of that nature; and a regard to justice and liberality towards an old ally, as well as to our own reputation in India, equally precluded the most distant idea of making use of any other means than those of persuasion, which I knew would be ineffectual.*

His Lordship then proceeds to mention that he had entered upon negotiations for a new arrangement, at the repeated urgent request of the Nabob, which had resulted in the treaty, and in explanation says :—

*Ibid.* p. 85.

8. I do not think myself called upon to endeavour to account for the Nabob's having been prevailed upon to agree, by the Treaty which he concluded with Sir Archibald Campbell, to pay a sum into the Company's treasury *which so far exceeded the real resources of his country*, but shall only observe, that it was full time that this delusion, so flattering, but in the end so injurious to the Company and to his private creditors, should cease; and I am persuaded that you will feel as I did, that, exclusive of the Jaghires, *not less than a fifth part of the revenues of the Carnatic should, under any circumstances whatever, be left for the support of his Highness' family.*

9. By observing this rule in the present agreement, it has certainly been rendered possible for the Nabob to be regular in his future payments; but, from the general improvidence of his management, and in particular from his having unluckily fallen into inveterate habits of allowing himself to be preyed upon by artful and interested men, I cannot help apprehending that his Kists will before long fall again as formerly into arrear; and although the assumption of the different districts at the period of each failure will protect the Company against future disappointments, yet, as his share of one-fifth of his revenues is never to be diminished, the amount of those arrears, and the accruing interest upon them, must stand over in account as a debt to the Company until all his consolidated debts shall be discharged.

10. This could only have been avoided by an article in the Treaty, to entitle the Company, upon the failure of the payment of a Kist, to take the immediate management of the whole of the districts mentioned in the schedule; but I should have been restrained from making such a proposition from the harshness of its nature, even if I had thought it possible that his Highness could have been induced to consent to it.

14. The Nabob's failure in making good his stipulated payments alone compelled us, at the commencement of the war, to take the management of his revenues into our own hands; but experience having convinced me, since my arrival upon this coast, that it would have been impossible to carry on the war without having likewise the means in our power to command, without delay or interruption, the resources that the Carnatic could afford of grain and cattle for the use of the army, I thought it my duty to propose that the Nabob should agree, that, in case of a future war with any of the neighbouring powers, the Company should, *during the period of the war, assume the entire management of his country*, and it gave me great pleasure to find that neither his Highness or his son made the least objection to that article.

Vol. v., p. 220

The Treaty found  
unsatisfactory.

Referring to the foregoing dispatch, Mr Mill observes, that it appears that " Lord Cornwallis set a great value upon this arrangement (the Treaty 1792), and fondly believed it was calculated to answer all the ends which it was the object of himself and his countrymen to secure. The complaints of which he had heard were chiefly complaints respecting the securities for the payments of the Nabob. The securities which he had taken had the appearance of being complete, and he saw not far beyond first appearances. The observation is just, " that though this engagement simplified in some points, and greatly ameliorated in others, the engagement which Sir Archibald Campbell had contracted, *it corrected none of its radical defects.*" Management during a limited and precarious period excluded that minute knowledge on which alone could be founded an assessment just either to the Company or the inhabitants; ensured the bad offices of all descriptions of the people, who had an interest in courting the Government which they were again to obey; and



totally prevented the introduction of a new management in place of that cruel and oppressive system, which, under the Government of the Nabob, desolated the country."

It will be observed, that the effect of the arrangement made by this Treaty of 1792, so far as the Nabob was concerned, simply was to oblige him in time of peace to contribute a certain sum towards the defence of the Carnatic and reduction of his debts, and to entitle the Company, in the event of failure in timeous payment, to assume the management and make the collection of the revenues from certain stipulated districts; and it was only in the event of war breaking out that the Company were empowered to assume full authority over the Carnatic, and to collect the revenues thereof. In time of peace the collection and management of the revenues and government of the country was left entirely in the hands of the Nabob. As, however, the Company were entitled, in the event of failure in due payment of the stipulated annual contributions, to enter upon the possession of certain districts of sufficient value to meet the obligation, it might be supposed, and in point of fact it was supposed by Lord Cornwallis, that the interests of the Company were sufficiently protected; and so undoubtedly they would have been, if the Nawaub's management had resembled the wise and beneficent Government to which the British people have been accustomed in the management of their own affairs. But unfortunately the government of the Nabob was not of that description; at all events, the opinion formed by the English with regard to it, was, not merely that it was oppressive to his subjects (with which directly they had no concern), but that it was disastrous and ruinous to the interests of the Nabob, and to the condition of his revenues, in the prosperity of which their interest was direct and deep. The evils, moreover, which attended upon a divided government,—that is to say, a country subjected to the government of two separate and independent sets of rulers (for by this time the English had necessarily their share of rule in the Carnatic)—began to be felt. The extracts already furnished from the dispatches show that the opinion had been gaining ground, even prior to the Treaty of 1792, that the Carnatic never would be in a satisfactory state, as well for the Nabob as for the Company, *until the entire collection of the revenues, and management or government of the country, were at all times, whether during peace or during war, entrusted to the Company.* Not that it was desired by obtaining such management to acquire the possession of any abstract power, but simply because, in a pecuniary point of view, such management would be more certain to ensure regular payment of the annual contributions for which the Nabob had become bound. Nor was it with any view, at least at this period, of extracting a revenue. Still less was there in the minds of the Company the most remote idea of affecting the *status* of the Nawaub, as sovereign of the Carnatic, or of doing anything but a benefit to him and his subjects.

The difficulty in the way was the very natural opposition of the Nawaub himself. His opposition to it when it was agreed to in 1781, and for a short time acted upon, has been already seen. And the Company felt that it would be a most ungracious, impolitic, and improper act towards one who stood to them in the position of an ancient ally, united to them by every tie of friendship and alliance for a long period of years, to use anything like force to compel him to accede to their wishes. Accordingly, in recommending the acquisition of the management, they uniformly enjoined the use of no other means than those only of persuasion.

If the opinion so entertained prior to the Treaty of 1792 was well founded, facts, which seem to have come to light afterwards, confirmed the Company and its officers still more strongly in the necessity of carrying that opinion into practical effect; and as it is of the greatest importance to the present case to demonstrate that the opinion so entertained was the real cause which led to the next and last Treaty,—that of 1801,—which has been so erroneously misconstrued by the Directors of the East India Company in dealing with his Highness Prince Azeem Jah,—it will now be proper to introduce in considerable detail a variety of dispatches by which the fact is substantiated.

The following dispatch is dated during the lifetime of Mahomed Ali:—

PARA. 9. *The abuses practised under the Nabob's management in the collection of the tribute, and the uncertainty of the demands of his Government, continually varying with his own necessities and with the avarice and extortion of his officers, have naturally rendered the Poligars suspicious even of the just and reasonable demands of Government. We are therefore glad to find that you have commenced a settlement of the tribute upon fixed and definite principles; and it is of the greatest importance that the Poligars should be convinced, that it is the determination of Government to exact nothing from them in future beyond the amount of the tribute stipulated in the respective engagements, so long as they shall adhere faithfully on their part to the conditions of the settlement which has been concluded with them.*

On 13th Oct. 1795, the Nabob Mahomed Ali died at the age of 78, after a reign of close upon 50 years. He was succeeded by his eldest son, Omdut-ul-Omrah. Mr Mill, in recording this event, observes,

Vol. vi., p. 40.

"From the date of the Treaty, framed by Lord Cornwallis in 1792, the payments of the Nabob, being in the years of peace, had through the agency of the money lenders been regular. But the country, made over to the cruel exactions of this description of men, had rapidly declined. The continued operation of the same causes threatened to extinguish the resources of the Government; and, though no attempt had been made to ameliorate the state of affairs during the life of Mahomed Ali, the succession of Omdut-ul-Omrah appeared to Lord Hobart to present a favourable opportunity for introducing those reforms of which the necessity had become so urgent."

Accordingly on the 24th of the same month in which the Nabob died, Lord Hobart, President at Madras, placed on record the following Minute in Council:—

#### LORD HOBART'S MINUTE IN COUNCIL, the 24th October 1795.

Carte des Papiers, 1803, p. 399.

The proposed arrangements which have been brought into discussion since the death of his Highness the Nabob Walajah, make it necessary for me to advert with more minuteness than has been usual upon the Public Records to the system on which the administration of his revenue has been conducted, because it manifestly shows the necessity of that change which it is my object to accomplish, both in respect to the country itself, which, though under the immediate control of his Highness, it is the duty of this Government, in a general point of view, to cherish and protect, and in respect to the security which has been pledged to the Company for the support of their military establishment, and for the discharge of the consolidated debts guaranteed by Parliament to the private creditors of his Highness the Nabob. I shall therefore in this Minute lay before the Board the information which I have collected, and the consequent observations which have occurred to me, upon the usurious loans which it has long been the practice (principally among the European gentlemen of the Presidency) to make to the Durbar, for mortgages upon the different provinces of the Carnatic; and here I may be allowed to express my belief, that though the Honourable Court of Directors have been extremely pointed in their orders and observations against this practice, the continuance of it has been owing in some measure to the want of that candid exposition of the fact, which it is my intention to make.

The southern districts of the Nabob's country, and Tinnevely in particular, as being the most distant from the Presidency, have been the theatre in which these scenes have been chiefly exhibited; but it is notorious that similar practices have been introduced, and are now actually in use, in Nellore, Arcot, and Trichinopoly.

The transaction commences at Madras, where the Kists of his Highness are payable, and is opened by an agreement between the Nabob and some one of the principal houses of business, or even some of the Company's servants, for the payment of a certain sum into the Treasury on account of his Highness' public engagements. The advanceers of this money knowing from experience that a simple mortgage would be insufficient security, unless the means of reimbursing themselves should be placed in their own hands, find it necessary not only that a person of their own nomination should be appointed to the management of the mortgaged province, but that there should be a vigilant superintendence and a powerful support of the concern upon the spot; hence the expediency of a connection between them and the military commanding officer in the district: he also finds it advantageous to embark in the speculation, because he thereby adds considerable weight to his own interest, and because it facilitates the means of raising money to carry on his part of the concern. From this connection both parties derive ample security for their money, by the absolute power of the one in command upon the spot, and by the weighty influence of the other in command of monied interest at Madras. This outline is filled up by a further connection with the person who appears to receive the appointment of Amildar or Manager from the Nabob; hence it is either stipulated that a person chosen by the money lenders at Madras shall be nominated to manage the district, or, where men of rank may have already been appointed as Foudjars by his Highness, the same effect is produced by a communication between him, the commanding officer, and the money lenders, previous to the agreement for a loan at the Durbar. The combination is in this latter case completed by the appointment of a Tehsildar on the part of the money lenders, and thenceforward produces an uniform, consistent, and connected operation. His Highness having by this arrangement obtained his principal object—provision for the payment of his Kist without any immediate disbursement from himself—delivers his people and his province up to the control and power of the Manager, evidently without regard to their situation; because, as his terms with the money lenders necessarily provide for the removal of all restraint from the governing power, so he must expect that the Manager, who can have no interest in the future prosperity of the country, will have recourse to every means by which he may hope to bear himself and his connections harmless, and that within the shortest time possible.

The interest allowed by the Sirkar varies in different places, and depends not a little upon the influence which the lender may happen to have at the Durbar; at a medium, however, it may be

stated at four per cent. per month, besides the pay of all the servants employed by the *junto* in receiving the revenue. This last charge is always a fixed sum at the expense of the Nabob, considerably above the actual expense incurred by the *Tehsaldar*, and the difference is considered amongst the customary advantages of the concern. The Manager, arrived within his district, immediately assembles his Under Managers, *Aumildars*, and Renters, and then ensues the second part of this oppressive system. The *Tehsaldar* is importunate, and the Manager must find means of satisfying his demands; subordinate *Soukars*, native as well as European, are called upon for assistance. The *Soukar* makes his advance; and in the first instance the *Aumildar*, or Renter of the districts assigned over as security for such advance, grants his bond until other securities shall be forthcoming: these are either the bonds of the inhabitants or grain. In time, about three-fourths of the sum are secured to the *Soukar* by grain made over to him, and placed under charge of his servants; and for the other one-fourth, the bonds of the inhabitants are made over for that part of the revenue payable by them to the *Sirkar* in ready money upon the cultivation of *doy* grain, etc. Those are frequently forced from them at the commencement of the season, which consequently compels them to anticipate the crops, and pay interest upon money before it be due from them.

At this period of the transaction, the *Soukar* sends his servants and *Peons* into the country, with an order from the Nabob's Manager to the guards placed therein to afford every assistance (as it is generally called), but in fact to obey them implicitly in collecting the amount of the bonds from the inhabitants. Anxiety to secure so precarious a property naturally leads the *Soukar* to adopt such measures as power enables him, and the custom of the country authorises. Then follows this process: if the *Ryot* is dilatory in the discharge of his bond, he is confined without victuals, beaten with rods, and compelled to pay *batta* to those very *Peons* and guards who are the means of his confinement and punishment. In this manner, I am credibly informed that an inhabitant who grants his bond for 100 *chuckrums* (nearly 40 *pagodas*), is compelled, before he is released from the consequences, to pay from 110 to 115 *chuckrums*, according to circumstances. If his credit or his other means is exhausted, which is too often the case, he must necessarily dispose of some part of his stock, which consists of cattle and seed grain.

The first part of the system which I have stated describes the original cause at the fountain-head, the second comprises the detail which springs out of it,—in both, the considerations of the means which are immediately employed, and of the effect which it may produce upon the future revenue, is abandoned; and while the grand mover of these effects is at a distance from the scene, and the subordinate instrument is hardened by practice, conscience is lulled to rest by the delusive opiate of interest upon interest.

Thus far I have traced the progress of a loan secured upon the bonds of the inhabitants: it will not be less principal for me to pursue it to the disposal of the *Paddy*.

The first endeavour of those who are engaged in a concern of this nature is to enhance the price of grain by artificial means, lest the ordinary price of that article, the sole subsistence of the natives, should fail to answer the large advance of money, and the exorbitant advantage expected upon it by the *Soukar*. The means of effecting this purpose is easy; for the necessitous condition of the *Ryots* compels them to dispose of their grain as soon as it comes into their possession, in order to satisfy the urgent demands upon them which I have already described. The purchasers of this grain monopolise it until the demand, which increases with the consumption, advances the price; if, towards the expiration of the season, any part of the grain should yet remain on hand, the expedient is to divide the whole quantity, in whatever condition it may be, among the inhabitants, and to force it upon them by *Guddyum*. This *Guddyum*, it appears, compels the people (in general the manufacturers) to receive grain at a valuation considerably above the market price; and it would seem to be of ancient establishment and current practice; for, in the agreement which I was successful in negotiating with his late Highness the Nabob *Walajah* for placing a portion of the *Tinnevely* weavers under the immediate superintendence of the Company's Resident, his Highness has expressly reserved, nor could be prevailed upon to relinquish, the right of his *Sirkar* to exercise this *Guddyum*.

The inferior servants of the *Sirkar*, whose duty should be to watch over the public interests, are placed under the arbitrary control of the money lenders, without whose permission not an *anna* can be expended, nor a measure of grain issued, except by stealth: indeed, I understand that, upon the arrival of a *Soukar*, or his representative, in a mortgaged district, the usual custom is to notify his authority throughout the villages, and to prohibit the expenditure of grain or money but by his order: this prohibition extends to the ordinary charges of *pagodas*, *maniums*, and *sibbeendy*; and when an order is granted from the *Sudder Cutcherry* for any of these purposes, the persons receiving the *Sumud* must wait at the *Cutcherry* of the money lender for a confirmation of his right.

Instead of receiving relief by *Tukavy* (or advances for cultivation) at the proper season, by which to replace their cattle, and to provide seed for extending their cultivation, the inhabitants are often obliged to sacrifice both to their own immediate wants and the rapacity of the *Soukar*; of course no system of regulation can prevail, and every hope of improvement must be relinquished. Some of the means for enhancing the price of grain I have already related, but the subject is exhaustless. The *Poligars* have been prevented by the Manager of *Tinnevely* from selling within the *Sirkar* lands the grain which is allowed them for *Dash Cavellry* (or watching fees); and I should hesitate to advance, if I was not supported by the authority of public record, that during a late scarcity of grain in the southern provinces, *Extabar Khan*, the Nabob's Manager, had the hardness to write a public complaint to the Company's collector against the *Poligars* for selling grain to the inhabitants; nor was the evil removed without the interposition of this Government, who, by sending vessels loaded with grain, induced the monopolisers, from regard to their own interests, to restore their usual supplies to the market: yet did the Company not escape the effects of this monopoly, for they were reduced to the necessity of purchasing grain at the price to which the monopolisers had raised it, for the subsistence of those troops who were stationed there for the protection of his Highness' territories.

After this exposition, no comment can be required to show that this species of government, if it deserves the name of government, contains the most grievous oppression of the people, the certain impoverishment of the country, and consequently the inevitable decay of revenue; but it will be useful to show the particular manner in which it affects the resources of his Highness the *Nawaub*.

It is estimated, and I believe not with exaggeration, that the Province of Tinnevelly alone is annually mortgaged, upon the terms I have described, to the amount of 300,000 pagodas; and calculating the period for which interest is paid upon the whole sum at six months, the amount of interest at 4 per cent. per month is - - - - - 72,000

The charges paid by the Sirkar for the Sibbundy of the money lenders, during that period, cannot amount to less than - - - - - 3,000

The amount of loss therefore to the Sirkar on this transaction is, pagodas - 75,000

That an individual gentleman should, in less than three years, amass a fortune of more than L.50,000 would be a matter of wonder, if this statement did not at the same time afford a solution of the difficulty and a proof of its own correctness.

But the scene is not closed here: besides the dealings of the principal Soukars with the Head Manager, there are subordinate transactions of a similar nature among the inferior officers, and those who possess but smaller means for usurious practices, amounting in all perhaps from fifty thousand to a lack of pagodas; this brings an additional expense upon the Sirkar, because interest is allowed on all advances made by the Renters on pressing occasions, before the Kists are due; and, on the other hand, the inhabitants are not exempt from a part of this expense, which is imposed upon them by fine, forfeiture, or guddyum, in order that he may be enabled to make the advance upon which he receives interest.

As the Manager is under engagements to pay the fullest computed value of the district, he is justified, according to the custom of the country, in availing himself of every possible resource. A proportion of the church allowances is withheld; the pay of all descriptions of servants is kept in long arrear, and in particular the Sibbendy sepoys: a small advance indeed is sometimes made for subsistence; but their principal resource (and it is not unproductive) is in the Batta, which they receive by acknowledged practice while doing the duty of Sezawuls, and in the dexterous management of the power which that service gives them, to extort presents for their forbearance. The Manager knows from experience, that in the event of assuming the country, the English Government will be induced, either from motives of humanity to attend to the calls of these unhappy people, or from motives of policy to satisfy the clamours of a mutinous and undisciplined rabble. Thus, at the very time when the exigencies of Government became most pressing, a part of their resources, which ought to be immediate, is appropriated to the liquidation of arrears.

If this is a true history of the present management, it may be asked, why an immediate and large defalcation of the revenue does not follow; for the operation of such system as I have described tends directly to the point of ruin? Nothing less than the hand of arbitrary power could avert it, even for a time. In proportion as the means of cultivation decrease, the price of grain is enhanced; and it is a notorious but inhuman maxim of Eastern finances, that a year of scarcity is more productive than a year of plenty to the Sirkar: because, as a given number of mouths can only consume a proportionable quantity of grain, the immediate advantage or disadvantage of Government arises from the price at which that given quantity is sold. In years of plenty, the superfluous grain is in a great measure useless, owing to the partial and difficult means of exportation: in years of scarcity, the same given quantity is required for the subsistence of the people; and as the demand is greater than the supply, an increase of the price is produced by the usual effects of a competition in the market.

Though the dealings of Soukars in the collection of the revenue are not of recent establishment, yet the terms of loans have never been carried to so usurious an extent as since the practice has been introduced among Europeans; and though the inevitable effects of it may be protracted by the harsh expedients of an arbitrary Government, yet no man who reflects upon such a system can doubt that *the resources of the country have been undermined; that the wealth of the people is exhausted; and that a principle of decline has been established which is now precipitating the Carnatic, with accumulated weight and rapidity, to destruction.* Impressed as I am with a serious conviction of this truth, I cannot but look with extreme anxiety to the *nature of the security* provided by the Treaty of 1792, *for those resources on which the British interest on the coast of Coromandel materially depend.* I cannot but see that the *present system of collecting the revenues of the Carnatic manifestly invalidates that security*; and that, whenever a failure may happen in the payment of his Highness' Kists, we shall in vain have recourse to it for the recovery of the defalcation. As those payments, though avowedly moderate in their extent, are now kept up by the extraordinary means which I have described, so it is reasonable to suppose that a failure, whenever it may happen, will arise from the total impoverishment of the people. In taking possession of a district under such circumstances—for the amount of a Kist which will then have fallen in arrear—we shall, instead of finding the immediate means of reimbursement, become charged with an exhausted country, requiring all the liberal assistance and fostering attention of a lenient and indulgent Government. It is not only that our means will be curtailed at our greatest need, but that humanity and policy will call upon us for advances of money at a time when our expenses will be most burthensome. This is an embarrassment from which the known resources of this Government are unequal to extricate us, and it is a dilemma unprovided for by the Treaty of 1792; for the objects of that Treaty are, the payment of a debt guaranteed by Parliament, which we are not at liberty to postpone; and the discharge of military pay, which cannot be interrupted without danger to the State.

*To avert the consequences of an evil big with such eminent danger,* is an object that merits the most serious as well as the most unwearied attention of this Government; and it is a matter of very great mortification to me, that, seeing the progress of this calamity, and anticipating as I do its pestiferous effects, I am compelled to acknowledge that the means of arresting its course is extremely difficult.

The prohibitory orders hitherto published have all failed of their object; because the evasion of them is easy to Europeans through the agency of their native servants, and because the enormous profits which arise from those usurious loans hold out an irresistible temptation to adventurers. To prohibit the intercourse of Europeans at the Durbar is ineffectual;—other channels of communication are open; and the superintendent of an usurious loan at Palameotah conveys his demands to the ears of the Nabob with no less certainty than he who lives in the precincts of Chepauk. As

long, therefore, as his Highness shall be so regardless of his true interests as to deliver up his provinces and his people to public depredation, so long will there be found men who, in the pursuit of extravagant advantages, will overleap the bounds of discretion and of moral obligation.

So desperate a malady *requires a remedy that shall reach its source*; and I have no hesitation in stating my opinion, that there is no mode of eradicating the disease but by removing the original cause, and placing those districts which are pledged for the security of his Kists beyond the reach of his Highness' management. The disposition which his Highness has already evinced to suppose such an arrangement, leaves me in no doubt of the real cause. It is not possible to calculate *the extent and variety of interests which are involved* in this one pursuit; and though they are subdivided in every direction of the Carnatic, yet, at the call of danger, *they all rally round a common centre*. The great houses of business who are the principal money lenders at the Durbar, borrow from individuals who, though not absolutely engaged in the loan itself, are partakers of the speculation in a remote degree, and feel with no less sensibility than their principals the approach of danger; similarity of interest makes it a common cause; and the great body of influence which is condensed upon this principle is uniformly exerted to support his Highness the Nabob in an inflexible resistance against a melioration of system, and to oppose a reformation which I consider essential to the national welfare.

In the proposition which I have made to his Highness the Nabob, I am aware that I have offered great concessions on the part of the Company; but with the impression of the evils I have stated strongly on my mind, I could not but consider the object I had in view above every idea of a pecuniary nature, even if the system of the Nabob's Government was not in itself calculated completely to annihilate every source of revenue. (Signed) HOBART.

The subject was again brought up by the President upon the 24th November 1795, when his Lordship gave in the following Minute, from which it will be observed that he had found the Nabob unwilling, or rather unable, from the pressure of those about him, to agree to his proposals:—

PRESIDENT'S MINUTE in COUNCIL, 24th November 1795.

*Ib.* iv., p. 104.

Entrusted with the government of the Company's affairs upon the coast, it is my duty not merely to look to that temporary prosperity which an increase in their revenues, and the manifest improvement of their commercial concerns, is calculated to afford; but, considering their permanent interests as the substantial object of every administration, to point out all defects in their system, and more particularly if they are of a nature tending to undermine their resources, and contribute, in an alarming degree, to the insecurity of their possessions.

Under this conviction, the Minute, to which the opinions I am now offering may be deemed supplementary, has been submitted.

The Treaty of 1792, entered into by Lord Cornwallis on the part of the Company and the Nabob Walajah, appears to have embraced three objects, viz.: the discharge of the Nabob's private consolidated debts; provision for a military establishment in time of peace; and an arrangement to supply resources for a period of hostility.

The Company binding themselves for a stipulated sum (9 lacks of pagodas) to furnish a sufficient military force for the defence of the Carnatic, and the Nabob engaging to pay a certain subsidy under a guarantee of landed security, whereby a proportion of the revenues of the Carnatic were mortgaged for the execution of the provisions of the Treaty; and, therefore, so long as the Company fulfil the conditions on their part, they have acquired an interest, and eventually a right of interference, to prevent the declension of those revenues to the extent of their being rendered inadequate to the security for which they have been pledged.

As they can have no claim, and, notwithstanding the increase of their military expenses, have made none under any circumstances, for calling upon the Nabob to augment his stipulated payments, so, on the other hand, under a liberal and equal construction of the Treaty, they would be justified in interposing their authority to guard against a positive deficiency in the appropriated resources.

Was the security in bullion or moveables of any kind, an attempt to transport it out of the reach of the Company, even during a period that no defalcation had arisen in the payment of the Kists, would probably be resisted, if necessary, by force. The difference in the case now under discussion is, that whatever diminution (and it is considerable) in value the security is gradually though rapidly sustaining, carries along with it the destruction of the human race and the desolation of the country.

The Treaty is formed upon a well-founded presumption, that the districts specified therein are capable, either in the hands of the Company or of the Nabob, of producing revenues competent to the purposes for which they are given as security; but that security becomes nugatory if the excessive deterioration of it shall not be deemed a virtual violation of the Treaty, and warrant the adoption of measures with a view to avert the injurious effects of such deterioration.

If we look back to the origin of the Treaty of 1792, we shall find that it arose from the representations of the Nabob Walajah, that, without imposing burthens upon this people which they were not able to bear, he could not make the payments to the Company stipulated for in the Treaty of 1787; but he had no sooner prevailed upon the Government to acquiesce in a reduction of those payments, which he effected by the Treaty of 1792, than, by the manner in which he carried the provisions of it into execution, he increased the miseries of his people tenfold, and defeated every humane and salutary object it was intended to attain.

Should the principle I have laid down be deemed insufficient to warrant a revision of the Treaty, the open and notorious violation of it on the part of the Nabob, by granting without the authority of Government *Tumans* or assignments upon the mortgaged districts, contrary to an express article of it, would indisputably justify such measures as might be thought advisable for the security of the Company; and, in my opinion, calls upon the Court of Directors to issue such orders as may be best calculated to guard the interests of their constituents from so alarming and extensive an evil.

Under such an impression, I have ventured to make a proposition to the Nabob, offering great, but in my mind necessary, sacrifices on the part of the Company for the accomplishment of an object connecting their substantial interests with the welfare of the people of the Carnatic.

To those who may think the sacrifice too great, I would observe, that the realisation of the sums proposed to be relinquished (probably about 30 lacks of pagodas), under the present system, is a phantom that may be held up to their view, but must for ever disappoint their expectations.

The advantages to the Nabob, as well as to the Company, in the plan I have suggested, are extremely obvious during the period of hostility; an increase of revenue arising from an improved management would be an essential resource to Government, in which his Highness would participate; from the receipt of a proportional addition to his fifth of the whole produce whilst in peace, the benefit would be exclusively his.

Under existing circumstances, the Company sustain no loss except in extinction of the inhabitants of the Carnatic: but in the arduous season of war, they must experience the most fatal defalcations.

It has been with the deepest regret that *I have found the Nabob unmoved by my entreaties and remonstrances upon the subject, not that he has been insensible to the justice and expediency of what I have proposed, but, as he has candidly confessed at several interviews with me, that he has not the resolution to comply; informing me, that his native ministers and European advisers so perplexed, plagued, and intimidated him, that he could not venture upon the measure, notwithstanding his conviction that he ought to do so.*

In my Minute of the 24th ultimo I went into a full explanation of the mischiefs resulting from the pernicious practice of usurious loans. I traced the iniquitous system through all its intricacies, and exposed a detail of oppression and rapine not less offensive to humanity than destructive of public property, and ruinous to the permanent interests of the Carnatic.

The operation, however, of this system is not confined to the subjects of his Highness: it takes a wide range, and affects in a sensible degree the public credit of the Company; for a very large proportion of the specie in circulation being applied to the uses of the Nabob at an exorbitant interest, Government are forced into the measure of depreciating their own paper, in order to raise funds adequate to the exigencies of the State.

The persons concerned with the Darbar, from the immense profit they reap, are well able to afford to raise money at 12 per cent., the legal interest of the country, and to lodge ample security for the debt: and hence it is that the Company are driven to the necessity of increasing the rate of interest upon their own paper, in order to supply their immediate wants.

The effects of these usurious loans upon the commercial interests of the country, as well as every national improvement which would require a capital, are most lamentable; no trade can stand a competition with such exorbitant profits; and when the practice which so generally prevails with the Eastern Princes, of hoarding up every pagoda they can lay hold of, is superadded to the various corroding evils that have been stated, it would seem that *such a complicated system of ruin and decadence was without a precedent in the annals of the world.*

Had the Treaty of 1792 been adhered to with that good faith which the British nation had a right to expect from his Highness the Nabob, the country would have found in it a source of increasing prosperity; since, by its wise provisions, a considerable portion of the Carnatic was exonerated from those private assignments, which have ever been productive of such oppression and distress to the inhabitants.

To the violation, therefore, of the Treaty, may be attributed those evils which have been so fully set forth, and which loudly demand instant eradication.

(His Lordship then alludes to the state of Tanjore, in which, he mentions, the same system prevailed, and for which he proposes similar remedies.)

The acts of the Legislature with respect to usurious bargains; the reiterated orders of the Company on the subject, and the iniquity of such transactions, abstractedly considered, have had so little effect, that I scarcely know what to suggest as a means of future prevention. Possibly it might be attended with good consequences, if the Court of Directors were to order the Governor and Council of Fort St George to take an oath, that in every case where, according to his or their belief, there shall be reason to suppose that any servant of the Company, or person living under the Company's protection, shall, subsequently to the publication of the orders in question, have been concerned, directly or indirectly, in any loan or other money transaction with any of the native powers, unless with the knowledge and express permission of the Government, such servant of the Company, or person living under the Company's protection, shall be called before the Council Board, and examined upon oath touching such supposed loan or money transaction; and in the event of such servant of the Company, or other person living under the Company's protection, refusing to answer to such questions as may be put to him, or not answering satisfactorily, so as to exculpate himself from all concern, directly or indirectly, in such loan or money transaction, he shall be sent to Europe by the first opportunity, for having been guilty of a disobedience of the orders of the Company, and punished accordingly. And with a view more effectually to check this mischief, I would recommend that a proclamation should be issued, inviting to the discovery of these nefarious transactions, and offering a reward to any one that should bring forward substantial proof that such prohibited loans had been negotiated.

The pains, the trouble, the anxiety, and, above all, the pressure upon my personal feelings, arising from the investigation and exposure of this subject in its true colours, must be a test to the Court of Directors how important I consider it to their interest, as well as to the welfare of British India.

I am aware of the numerous enemies who will start up against me for the part I have taken; but I have a shield in the consciousness of an honest execution of my duty, which blunts their arrows, and which will ultimately render all their efforts impotent and unavailable.

I have forbore to bring forward the names of individuals, not because I am not able to do so, but because the subject is above personal considerations.

Let those who have amassed wealth by such means enjoy it as well as they can: let it be my pride to have paid this tribute to suffering humanity, by deterring others from the commission of similar enormities.

(Signed) HOBART.

Shortly after receipt of the intelligence of Mahomed Ali's death, and of the

communications which were thereafter held with his successor, the Directors addressed the following letters, the one to the Presidency and the other to the Nabob :—

EXTRACT of POLITICAL LETTER to Fort St George, dated 31st August 1795.

We were greatly concerned at the intelligence, that the Nabob of Arcot and the Rajah of Tan-Carnatic Par. 180. jore had deviated from their engagements with the Company, by granting assignments upon the districts that were actually mortgaged to the Company as a security for the payment of their annual subsidy for the protection afforded them. It appears by the papers which accompanied your dispatch of the 25th February last, that the Rajah has acknowledged this infraction of the Treaty under his own hand. But you have not furnished us with any proof of such infraction on the part of the Nabob; though, after the positive manner in which you have communicated the information, we have no reason to doubt of the fact. It does not appear, however, even if the most undeniable proof had been laid before us, that we should be strictly justified, under the 8th Article of the Treaty of 1792, in assuming the collection of the revenues of the districts mentioned in the Schedule No. 2, annexed to the Treaty. From the baneful consequences, however, which are likely to follow to the countries upon which these assignments have been issued, and which must tend greatly to weaken, if not to annihilate, the Company's security, *we sincerely lament that the Nabob could not be prevailed upon to adopt the modification of the Treaty proposed by you upon his accession, founded upon principles of sound policy, humanity, and justice.* We are so thoroughly convinced of the necessity of this arrangement, that *we authorise you to renew the proposition in our name; and you will render a most acceptable service to the Company, should you, by address, conciliation, and persuasion, be successful in procuring his Highness' consent thereto.* And as, at the conclusion of the Treaty of 1792, the late Nabob agreed with Lord Cornwallis that his debt to the Company at that time should be examined into by proper persons appointed for that purpose, and that he would abide by his Lordship's ultimate award, or the award of the Governor-General and Council, we are willing to consent, if his Highness' acquiescence in the proposed arrangement cannot be otherwise obtained, to exonerate him from the whole of that demand, provided he will surrender to the Company's management the districts named in the Schedule before mentioned.

LETTER, the Honourable Court of Directors to His Highness the Nabob Omdut-ul-Omrâh, Omdut-ul-Mulk, Ummeer-ul-Hind, Asoph Dowlah, Anaverdeen Cawn Behauder, Zupher Jung, Seppa Salar Soubardar of the Carnatic.

To the Nabob of Arcot.

*Ibid.* 7, p. 241.

1. We have received your Highness' letter, dated Chepauk House, the 22d October 1795, containing the melancholy tidings of the death of your venerable father the Nabob Wallajah Behauder, and that, in consequence, your Highness had succeeded to the Government of the Carnatic. We sincerely condole with your Highness on the loss you have sustained: at the same time we offer your Highness our unfeigned congratulations upon your accession to the Musnud, in virtue of the Treaty of 1792, and assure you of our unalterable friendship and regard.

2. It was with great concern we received the intelligence, that your Highness had made some objection to the modification of the Treaty of 1792, proposed by Lord Hobart upon your Highness' accession. *That your Highness had the option to accede to or reject the proposal made to you by Lord Hobart, for a modification of the Treaty of 1792, we readily admit; but permit us to observe, that the leading features of that Treaty are, protection on the one side, and security for the payment of a fixed subsidy on the other.*

The Company, by fulfilling this important condition of the Treaty on their part, and in constantly maintaining a large army, the expenses of which have considerably increased since the Treaty was concluded, are peculiarly interested in whatever concerns your Highness' prosperity, or the prosperity of your country; and cannot possibly view with indifference any measures which have a tendency to depreciate the revenues, which have been specifically assigned as a security for the subsidy, to the extent of their being rendered inadequate to the security for which they have been pledged. It must be obvious to your Highness, that we allude to the practice of negotiating usurious loans for Tumcaws on the revenues, and which, if extended to the districts named in the Schedule annexed to the Treaty, must be considered by every impartial judge as a deviation from the Treaty, and of a tendency to lessen, if not to annihilate, the value of the Company's security. In this observation, it is far from our intention to produce any unpleasant sensation in the breast of your Highness: at the same time, permit us to observe, that *if the proposed modification of the Treaty of 1792 could be so arranged as to be made unobjectionable to your Highness, every possible cause of difference between your Highness and the Company in future would be avoided.*

We have therefore directed Lord Hobart to enter upon another negotiation with your Highness for this purpose, and we in the most earnest manner entreat your Highness to lend a favourable ear to the proposition, so evidently calculated *for the ease and advantage of both parties.* In the adoption of the arrangement, your Highness will afford an early and unequivocal manifestation of your regard for the Company and the British nation. Should you unfortunately not be induced to accede thereto, we shall not cease to lament that your accession should be marked by a disinclination to attend to the first representation which your friends, the Company, have had occasion to make to your Highness; nor, permit us to observe, is it our wish alone that your Highness adopt the proposed arrangement, but we have reason to know it is also most ardently desired by the confidential ministers of our illustrious Sovereign.

It appears (for the correspondence was not returned to Parliament along with the other papers ordered to be printed in 1803) that on 25th October 1795, the Governor of Fort St George had addressed a letter to the Governor-General in Council, in which he represented that, in consequence of several communications which he had with Mr Dundas and with Lord Cornwallis before leaving England,

*Mill* viii. p. 10.



respecting the necessity of a change in that state of things which was established by the Treaty of 1792, he had opened a negotiation for that purpose with Omdut-ul-Omrah, and that he had not communicated his intention to the Supreme Government, or waited for its concurrence, on account of the intrigues of those who, from personal interest, endeavoured to prevent the accomplishment of his object.

The members of the Supreme Government, however, had no sooner known of the decease of the Nabob, than, on 28th Oct. 1795, they wrote to the President of Fort St George, with instructions *to endeavour to obtain the consent of Omdut-ul-Omrah to the cession of all his territories*, which was carrying their views or expectations a good deal further than those of the President of the Council of Madras.

Lord Hobart was desirous of taking more decided measures than the Governor-General approved, and the two Presidencies came thus into collision, which occasioned some rather acrimonious writing. The views of the Governor-General, however, appear from the following paragraph from a dispatch of Lord Hobart to have concurred with his Lordship, in holding that there were evils of a flagrant nature necessitating a change:—

Caranatic Papers, 1803, ii. p. 88. EXCERPT of a LETTER from LORD HOBART to the Honourable the COURT of DIRECTORS, etc., etc., etc., dated Fort St George, 15th September 1796.

Para. 8. Having established it as a maxim of British government that circumstances may justify the deprivation of the Nabob's guaranteed rights, the Governor-General in Council proceeds to enumerate some of the evils which have resulted to himself, his people, and the Company, from the undue exercise of those rights. The mal-administration under which his country has so long suffered, the evils of a divided government, the pernicious effects of Durbar influence and intrigue, the embarrassment of the Nabob and the Company from the usurious system of loans and assignments, and the ruinous consequences attending it to his Highness' subjects, are all acknowledged and lamented by the Supreme Board; and it appears, from the tenor of the Governor-General's correspondence, to be a desideratum of national importance, implicating the most serious interests of humanity, that these causes of decay should be removed, and such an arrangement introduced for the administration of the Carnatic as might avert impending ruin, and lay the foundation of future prosperity.

His Lordship then enters upon a discussion in regard to some of the matters of difference. One of these appears to have been a question as to the right of the Nawaub to demand Nuzzers, which seem to resemble feudal casualties payable by heirs or singular successors to their overlords at entry, and may be adverted to simply as indicating the status or relationship which the Nawaub was considered to hold towards dependencies.

*Ibid.*, n., p. 91.

Para. 21. Upon the death of the late Rajah of Calastray, the Nabob intimated his intention of demanding a Nuzzer on the investiture of his son, which, understanding to be the custom of the Carnatic, and looking upon it as a complimentary acknowledgment of the Nabob's right of sovereignty, I was disposed to admit, but at all events judged it prudent to solicit the opinion of the Supreme Government upon the subject. In reply, the Governor-General in Council, conceiving that the Nabob "was rather tenacious as to the principle, than anxious as to the amount," suggested that he should be allowed to receive a sum, which might fairly be deemed a complimentary acknowledgment of his sovereign right, but also directed, "That it should be settled with his Highness' acquiescence."

22. A communication of the Nabob's sentiments soon discovered that he looked upon the Nuzzers as a source of revenue, and not as mere compliment; upon which I immediately saw the necessity of urging the terms of the Treaty as a bar to that understanding of the subject. His Highness adhered to his original idea; a second reference was made to the Supreme Government, and the discussion terminated in the Nabob's receiving a lack of rupees. The Governor-General has stated the precedent to the Nabob, as the rule by which he is at liberty to exercise his sovereign rights. I resist it as incompatible with the realisation of the tribute.

23. An appeal to the whole of the proceedings upon this transaction would be the most ample testimony of my consistency; but I shall merely trouble your Honourable Court, in addition to the extracts furnished by the Governor-General in Council, with copies of my letter to the Nabob of the 26th April, of my Minute of the 21st May 1795, and of the concluding paragraph of the letter from this Government of the same date.

44. Not mentioned in the India

The paragraphs which follow, in which Lord Hobart presses the propriety of requiring from the Nabob an exact observance of his part of the Treaty, are of no little importance at a time when the Company may be said to be refusing to fulfil their part of a Treaty obligation.

24. I cannot forego this opportunity of expressing to your Honourable Court the deep regret I have felt at the frequent animadversions the Supreme Government have made upon my conduct. I will not presume to assert it is free from errors, but whatever those errors may be, I can confidently declare they have been the result of the most zealous anxiety to promote the interests of the East India Company.

25. The satisfaction to be derived from disinterestedness and generosity, is too grateful to a well disposed mind to be checked by any considerations except those of duty; but to publish to



all the Indian world that our allies may violate the faith of treaties, undermine the resources of the British Government, and withhold the liquidation of their debts to the Company, without incurring any possible inconvenience, appears to be a sacrifice desperately alarming to the public welfare.

26. For my part, I must for ever disclaim that species of reputation which is to be raised upon the ruin of those interests which it is my duty to preserve, or to be acquired by resorting to popular arguments in support of a depopulating system. An adherence to the faith of treaties is a great principle of the first public utility; but if it be not uniform, it cannot be just. It must be binding on both, or conclusive against neither party. Vatel tells us, “If the engagements of a treaty impose on one side a perfect obligation, they give to the other a perfect right. To violate a treaty, is to violate the perfect right of him with whom it has been contracted,—it is to do him an injury.”

27. The relative situation of the Nabob and the Company renders our protection to his country an act of indispensable necessity: he is indebted to our arms for the possession of it, and his interest is so interwoven with ours as to have become absolutely inseparable from it. Various engagements have been entered into between the Company and his father, for the purpose of realising his proportion of the military expenses, and for securing the liquidation of his private debts; but it is notorious that the Nabob has never fulfilled his engagements; and that his arrears at the opening of the last war were so enormous as to oblige Lord Cornwallis to take his country into the immediate management of the Company’s servants. The Treaty of 1792, had it been adhered to, was admirably calculated to correct the evils of the prevailing system, since, by making the forfeiture of a large proportion of the country the inevitable consequence of a default in his Kists, it secured the payments to the Government and the creditors from falling into arrear; and if the express stipulation against granting assignments upon the mortgaged districts had not been violated, the effect of the measure would have been as beneficial as its design was sagacious. The fullest consideration of this important subject, with the contemplation of that ruin in which the Nabob’s breach of engagement is involving the Carnatic; the daily accounts I receive of the oppression and miseries of the unfortunate inhabitants; and the conviction I have of the progressive annihilation of the resources of the Company, have so strongly impressed my mind with the necessity of a change of system, that I have no hesitation in saying, if there be no doubt (and it is not possible that any man in India can doubt it) of the Treaty of 1792 having been violated by the Nabob, there can be no question of our right to avail ourselves of every means in our power to enforce such a modification of the Treaty as will guard against the fatal consequences of future violation; and I am not afraid to hazard my character upon this opinion, resting it upon the policy, the justice, or the humanity of the measures.

28. I shall conclude this address with the recital of two paragraphs from Lord Cornwallis’ letter to the Court of Directors, dated the 10th of August 1792.

29. The change of circumstances since that period seems to have lessened the weight of those arguments which his Lordship was apprehensive might be urged against an alteration in the system. The present Nabob, though heir to the possessions, cannot have the same claim to your consideration to which his father was entitled. The expectations justly entertained from the operation of the Treaty of 1792 have been disappointed, and the evils of the administration of the Carnatic have, if possible, been increased tenfold since the decease of Mahomed Ally.

#### EXTRACTS of a Letter from Lord CORNWALLIS to the COURT of DIRECTORS, dated 10th August 1790.

Para. 22. I must freely own that I could not venture to propose any plan on the success of which I could have any firm reliance, unless the Nabob could be induced, by a large annual revenue regularly paid and properly secured to him, to surrender the management of his country for a long term of years to the Company.

Para. 24. The Nabob’s age, his long connection with us, his rights to the possession of the country, which, however, without our assistance, would have been but of little value to him, and exaggerated accounts of his former services, may furnish topics for popular declamation, and may possibly engage the nation upon mistaken ideas of humanity to support a system of cruelty and oppression. But whilst I feel conscious that I am endeavouring to promote the happiness of mankind and the good of my country, I shall give very little weight to such considerations, and should conceive that I had not performed the duty of the high and responsible office in which you did me the honour to place me, if I did not declare that the present mixed government cannot prosper even in the best hands in which your part of it can be placed; and that unless some such plan as that which I have proposed should be adopted, the inhabitants of the Carnatic must continue to be wretched; the Nabob must remain an indigent bankrupt, and his country an useless and expensive burthen to the Company and to the nation.—I have, etc.

(Signed) HOBART

In consequence of the Nawaub being advised to refuse to agree to Lord Hobart’s propositions, and of this unfortunate want of unanimity between the Presidencies, the proposal fell to the ground. That there were or were not, in point of fact, evils more or less great in the management of the Nabob, is not of any importance to the present case. The important point is, that the East India Company and its officials, whether right or wrong, were deeply impressed with an opinion of their existence. Some of these evils are of rather a curious description, and it is scarcely for the English to cast the first stone at the Nabob’s Corn Law policy, which Lord Hobart so strongly condemns; but it is a circumstance which, in a case of this kind, may not altogether be lost sight of, that the evils of the Nabob’s Government were to a very great extent the fruit of the English protection and interference in the affairs of the Carnatic. This is very clearly expressed by Mr Mill:—

“A fact is here very forcibly urged upon our attention, of which it is important to find the true explanation. Under their dependence upon the English Government, it has been seen that the people of Oude and the Carnatic, two of the noblest portions of India, were by misgovernment plunged into

a state of wretchedness with which no other part of India, hardly any part of the earth, had anything to compare. In what manner did the dependence of the native States upon the English tend to produce those horrid effects? The difficulty of the answer is not very great. The oppressions of the native governments were limited by their weakness. When they received the use of the English strength, their oppressions were limited by nothing but the physical powers of the people to exist under oppression. So ill has the science of government been hitherto understood, that, under all the governments which ever yet existed, except perhaps one or two, there is no regular and effective restraint upon bad government except from the dread of the insurrection and rebellion of the people. In the government of Asia this produces no inconsiderable effects, as the frequent revolutions and changes of dynasty abundantly demonstrate. When misery had produced disaffection, and disaffection had increased to a certain height, there was generally some popular leader who offered himself to the nation as an instrument of revenge, and cast the unworthy possessor from his throne. The progress in general was rapid and easy. When oppression produced a decline of revenue, the evident instability of the Government deterred lenders; money became wanting to pay the troops; the troops first clamoured, and then mutinied; the voice of the nation joined that of the army; a revolution took place; and, commonly, for two or three generations, the new family governed comparatively well. Among the small sovereignties of India, misgovernment produced weakness, and weakness invited conquest. The misgovernment, for example, of the Carnatic and Oude, would infallibly have produced the conquest of the one by Tippoo, and of the other by the Mahrattas; and as a prince was commonly strong only because he governed well, to be conquered was among the happiest results which the people knew. Till, indeed, governments attain that high pitch of excellence at which they really perform, in the best manner and at the cheapest rate, the services of government to the people, all changes are in general for the good of the people. It is the stability of governments which, before this state of excellence, human nature has to dread. Now, it is evident, that when the uncontrollable force of a British army is lent to an Indian prince, his subjects are immediately placed without the pale of hope. The prince is completely set above the only fears which, in his situation, could operate as a restraint upon his disposition to oppress—that of insurrection, and that of being conquered. The source of almost all oppression in Asiatic and European Governments alike is the rage of extorting more and more of their earnings from the people. This passion, instead of being abated by the connection with the English, is prodigiously inflamed; when the tributary prince is carried to all the excesses of taxation, not only by his own rapacity, but the necessity of supplying the enormous demands of his European masters; and when his soldiers, as well as people, are kept in abject hopeless subjection by the terror of European arms. The progress of this oppression produced in the English any determinate resolution of reform only when desolation of the country presented the prospect of a rapidly approaching moment at which the English subsidy could no longer be found.”

Lord Hobart had been appointed to succeed the Marquis Cornwallis as Governor-General of India. For the reason which will now appear to be somewhat extraordinary—his attempt to transfer to the Company the civil as well as the military government of the Carnatic—it was considered inexpedient that he should continue in India. His Lordship was recalled, and the Earl of Mornington was appointed to be Governor-General in lieu of the Marquis Cornwallis, who had resigned his appointments.

At the period of his departure, the Directors transmitted the following Dispatch to the President and Council at Fort St George.

4th October 1797.

Political Department.

Para. 1. We have requested Lord Mornington to make a short stay at Madras, previous to his proceeding to take upon himself the Government-General of Bengal, for the purpose of endeavouring to prevail on the Nabob of Arcot to agree to a modification of the Treaty with his Highness in 1792. It were to be wished that the zealous endeavours of Lord Hobart for that purpose had proved successful; and as, in our opinion, nothing short of the modification proposed is likely to answer any beneficial purpose, Lord Mornington will render a most essential service to the Company, should he be able to accomplish that object, or an arrangement similar thereto; *but feeling as we do the necessity of maintaining our credit with the country powers by an exact observance of Treaties*—a principle so honourably established under Lord Cornwallis' administration—we cannot authorise his Lordship to exert other powers than those of persuasion, to induce the Nabob to form a new arrangement. To enter into a particular explanation of the relative situation of the Company and the Nabob would be superfluous; to point out the necessity of that connection being clearly defined would be equally so; nor is it less evident, that the regular payment of his subsidy should be insured; that in consequence of our being obliged to have recourse to the security in case of failure on his part, we may find the value of such security undiminished, and the several districts forming such security, not impoverished under the management of those to whom Tuncaws or assignments may have been granted.

2. Being equally desirous that some arrangement should be formed for the gradual liquidation of any debt that may be found due to the Company by the Nabob, we also recommend this object to Lord Mornington's attention.—We are, etc.

The following extracts from the Dispatches bear out the views already expressed.

EXTRACT FROM POLITICAL LETTER from Fort St George, dated 19th February 1798.

Para. 27. Having so fully entered in our last Dispatch from this Department into the state of the Tanjore country and the Carnatic, we shall forbear to press upon your Honourable Court the

subject of these governments, further than to assure you each day's experience tends to confirm our observation, and to point out the *absolute necessity of procuring some means to rescue from ruin the ultimate security for our existence on the coast.*

EXTRACT LETTER from LORD MORNINGTON to the SECRET COMMITTEE,  
dated 23d June 1798.

Para. 4. By the Overland Dispatch, which will leave Calcutta on the 3d July, I intend to submit to you the whole detail of my proceedings with the Nabob of Arcot.

To the SECRET COMMITTEE of the HONOURABLE COURT OF DIRECTORS.

Fort William, 1th July 1798.

HONOURABLE SIRS,—We had the honour to address you on the 3d instant.

2. We avail ourselves of this Dispatch further to advise you, that the Right Honourable the Governor-General has acquainted us, that immediately on his arrival at Fort St George, he lost no time in taking the necessary steps for opening a negotiation with the Nabob of Arcot, with a view to the accomplishment of your wishes with regard to the modification of the Treaty of 1792.

3. *The Governor-General, however, found his Highness so completely indisposed to that arrangement as to preclude all hopes of obtaining his consent to it at present.*

4. His Lordship trusted that he should have had it in his power to forward to you the detail of his communications with the Nabob on this subject by the present Dispatch. Other important matters, however, having pressed more immediately on his attention, he has been under the necessity of postponing the transmission of those details to a future opportunity. The delay appeared to him \* Has never been of the less importance, as his Highness' refusal to consent to the modification of the Treaty of course sent precluded his Lordship from taking any further immediate steps in the business.

EXTRACT POLITICAL LETTER from Fort St George, dated 15th October 1798.

Nabob's resistance.

Para. 67. In a preceding part of this letter we have attracted the notice of your Honourable Court to the peculiar style in which his Highness the Nabob has continued to address us, upon the completion of his Kist in the month of March last. His Highness took occasion to expatiate upon what he pleased to term the arbitrary and tyrannical proposal which had been made to him for a modification of his Treaty of 1792. His Highness concluded this letter by a request for assistance of troops to suppress certain disturbances in the southern provinces.

Carnatic Papers, 1803. 6. p. 226.

68. This opprobrious expression was so inconsistent with the friendship and respect which his Highness in the same letter professed to entertain for the King, the nation, and the Company, of England, that we felt it incumbent upon us to expostulate with him upon the subject, and to explain, that the proposal in question had been made in strict conformity with the wishes and instructions of the Court of Directors, and of his Majesty's principal confidential ministers, founded upon a just and clear conception of his Highness' permanent welfare and happiness, as well as upon principles of justice, humanity, and policy; and we expressed our concern that *his indisposition to meet those wishes, and his determination against the introduction of reform, had prevented a renewal of that proposal* according to the orders of your Honourable Court.

Matters, however, were making but little progress. The Governor-General, in April 1799, put himself in communication with the Nabob, without effecting any result, as appears from the following Dispatch :

EXTRACT of SECRET LETTER from Fort St George, dated 13th August 1799.

75. At our consultation of the 23d July, the Governor-General recorded a letter from his Lordship to the Nabob, together with his Highness' answer, upon the subject of a modification of the existing engagements between the Company and his Highness. *Ibid. 5. p. 244.*

76. It is the intention of the Governor-General to record, at a future period, the whole \* of his Lordship's negotiation with the Nabob; but, in the meanwhile, we transmit, at his Lordship's request, a copy of these papers for your information. *\* Has never been recorded.*

To his HIGHNESS the NABOB of the CARNATIC.

(Written 21th April 1799.)

MAY IT PLEASE YOUR HIGHNESS,—

1. Within a few days subsequent to my arrival at this Presidency, I had the honour to inform your Highness of the state of the differences existing between the Honourable Company and Tippoo Sultan; and conformably to the 10th Article of the Treaty of 1792, I explained to your Highness, in the fullest manner, the probability of an approaching rupture with that Prince.

2. The conduct of Tippoo Sultan since that time having rendered war absolutely necessary for the security of the allied powers, hostilities have actually commenced.

3. The third Article of the Treaty of 1792 stipulates, "That in the event of war breaking out in the Carnatic, and countries appertaining to either party, and dependent on the Carnatic, or contiguous thereto, it is agreed, for the better prosecution of it, that as long as it shall last, the said Company shall possess full authority over the Carnatic (except the Jagheers belonging to the family of the said Nawaub, and except also certain charities), and shall collect the revenues thereof, the said Company hereby engaging that, during such war, they will pay to the said Nawaub one-fifth share of the net revenue arising therefrom."

4. Under this Article it is now become the right of the Company to exercise that full authority

over the Carnatic which is thus formally acknowledged to be necessary for the better prosecution of the war.

5. Your Highness, I am persuaded, is also satisfied that it is now become my indispensable duty, without delay, *to assume the revenues of the Carnatic*, conformably to the third Article of the Treaty of 1792, *unless some new arrangement can now be framed, with the consent of both parties, which shall afford equal security to the common interests of your Highness and of the Company* for the vigorous and effectual prosecution of the war.

6. I am aware that both your Highness and your respected father have *ever been disinclined to the assumption of the Carnatic by the Company* in the manner specified by the Article in question; and entertaining an anxious and sincere desire, not only to promote your Highness' interests and welfare, but to respect your inclinations and sentiments to the utmost extent compatible with the security of the Carnatic, I am induced to submit to your Highness' consideration *the plan of a new arrangement* between your Highness and the Company, which, if it shall prove acceptable to your Highness, will preclude the necessity of resorting to the stipulations of the third Article of the Treaty of 1792, and of assuming the whole of the Carnatic, not only during the present, but during any future war.

7. In framing an arrangement on this foundation, I have endeavoured to extend its provisions with the view of comprehending the whole state and condition of your Highness' connection with the Company, as well as the equitable adjustment of the various subjects of complaint which your Highness has been pleased to represent to me, since the period of my taking charge of the General Government of India.

8. Before I proceed to the details of this plan, I shall submit to your Highness' consideration some observations, which, as they proceed from my good wishes for your prosperity and happiness, I trust you will receive with the cordiality of friendship.

9. Your Highness' situation, for some years past, has neither been satisfactory to yourself, nor advantageous to the interests either of your own subjects or of the Company.

10. Your stipulated monthly payments, under the Treaty of 1792, are not only moderate in their amount, but cannot be stated to bear a due proportion to the increased military charges now defrayed by the Company for the defence of the Carnatic.

11. Your Highness will never forget that the amount of these payments was settled by Lord Cornwallis under an indulgent modification of the Treaty of 1787, the benefits of which the Company cheerfully relinquished for the purpose of relieving his Highness the late Nabob of the Carnatic, and ultimately your Highness, from distress of circumstances and from anxiety of mind.

12. Moderate as these payments are in their amount, they have proved the source of continual vexation to the late Nabob of the Carnatic, and to your Highness; and you have never been able to realise them in the Company's Treasury, without the utmost degree of difficulty and embarrassment arising from *unfortunate defects in the administration of your affairs*.

13. These embarrassments have occasioned the adoption of temporary expedients for the purpose of removing the pressure of the moment; and the consequence of resorting to *such expedients has been injurious*, not only to the peace of your Highness' mind, but to the *permanent interests and happiness of your subjects, and to the foundations of the opulence and prosperity of the Carnatic*.

14. The truth of this faithful and amicable representation will, I am persuaded, produce a just impression on your Highness' mind, when you reflect on the *large amount* of those sums of money applied to *defray the exorbitant rates of interests* on all the various loans occasioned by the necessity of discharging your monthly payments.

15. These loans have usually been accompanied by *assignments of territory to the creditors, whose voracious management* of the revenues assigned has been the continual cause of the most aggravated calamities to the inhabitants of the Carnatic. In these transactions *the loss has fallen on your Highness, your subjects, and your funds*; and the illicit profit has enriched those who (to use the words of your respected father, addressed to Lord Cornwallis) never approach your Durbar for any other purpose than to pursue their habitual views of plunder and rapine.

16. Upon the whole, the final result of this system has been that your Highness' mind has continued in a perpetual state of solicitude and alarm, from the *difficulty of satisfying the Company's claims*, of which the moderation and justice cannot be contested; that *the resources of your country have fallen into a state of progressive decay*; and that the Company regularly receiving your Highness' monthly payments into the Treasury, has viewed, with unavailing regret, *the approach of that crisis in the Carnatic, when every source of public revenue and credit, as well as of private opulence, industry, and population, must be reduced to the lowest condition*.

17. Neither your Highness nor the Company can reflect with satisfaction on the regular discharge of your monthly payments, when those payments are known and acknowledged to be effected by means which aggravate your Highness' embarrassments, and rapidly exhaust the territorial security pledged to the Company for the military subsidy.

18. The collateral operation of this unhappy system is not less injurious than its direct tendency. The notoriety of these embarrassments, which compel your Highness to resort to the expedients of loans and assignments of territory, tends to a general expectation of the approaching failure of your monthly payments, and, consequently, of a speedy transfer of the pledged districts to the management of the Company.

19. A constant expectation of war for some years past, has further countenanced the notion that the Company's management must soon be extended over a large part of your Highness' territories, under the third Article of the Treaty of 1792.

20. These expectations have precluded the possibility of introducing, for the relief of your Highness' subjects, any improvement founded on fixed and durable principles.

21. *The Carnatic, therefore*, in addition to the calamitous misrule of those who have governed it under temporary assignments of territory, *has been subjected to all the accumulated evils of a divided Government, and of a fluctuating and precarious authority*.

22. These sentiments relating to your Highness' situation are not the result of my judgment alone; I submit them to you as the result of the deliberate judgment of the Honourable Court of Directors and of his Majesty's Ministers, formed upon a full, dispassionate, and impartial investigation of the relation in which your Highness stands towards the Company, and of the whole state of your affairs.

23. The principles of sound and comprehensive policy, the duties of respect and regard for your Highness, as well as of those of humane consideration for the welfare of your subjects, demand that the Company and his Majesty's Ministers should look beyond the mere convenience of the present hour, to the certain operation of evils menacing the permanent resources of your country.

24. The apprehension of the approach of that period, when the necessary effect of these evils must break forth, to the entire ruin of the interests of your Highness and the Company in the Carnatic, has induced the Court of Directors and the Government of Fort St George to urge with earnestness the necessity of a new arrangement with your Highness. They have, however, refrained from insisting to its full extent in that claim of justice and right which the Company derives from the letter, as well as from the general substance and spirit, of the Treaty of 1792, according to the established maxims of public law and national faith.

25. Under that Treaty your Highness' faith is unequivocally pledged never to grant Tuncaws or assignments of revenue on the districts composing the security for your monthly payments to the Company.

26. I am aware that the same article has also provided for the avoidance of all such Tuncaws or assignments as shall be found to exist on any of the pledged districts which shall pass into the hands of the Company, under the operation of the preceding articles of the Treaty. But this provision cannot be viewed in any other light than that of an extraordinary precaution to establish an additional security for the interests of the Company; it cannot be continued to absolve your Highness from the positive obligation which you have contracted in specific sums, "not to grant Tuncaws or assignments on any account, on the revenues of the districts responsible for any arrears which may accrue in the payment of the stipulated Kists."

27. If the Treaty of 1792 has not provided a sufficient security for the due performance of this obligation, and if the neglect of this obligation threatens to defeat the primary object of the whole Treaty, and to destroy the fundamental principle of your Highness' connection with the Company, the contracting parties must resort to the general law of nations to supply the defective provisions of an engagement which it is their mutual interest to preserve inviolate, according to its true tenor and original spirit.

28. The permanent establishment of an adequate territorial security for the payment of your Highness' share of the expense of defending the Carnatic, is the principal object of the Treaty of 1792. The Treaty, therefore, would become nugatory and delusive if no remedy could be provided against the continuance of a system whose unrestrained progress must ultimately deprive your Highness of the power of satisfying your engagements to the Company, and must leave the Company bereft of all means of recovering the ruinous consequences of such a failure; your Highness' own discernment will at once enable you to judge whether it was the intention of Lord Cornwallis, in signing the Treaty of 1792, to provide a real, substantial, and lasting security for the Company's military subsidy, or to sanction a system of disorder, by which the whole value and efficiency of that security must be annihilated before the Company could derive any benefit from it.

29. It is not necessary at present to trouble your Highness with a more detailed representation on this subject. The plan which I now have the honour to submit to you, is calculated to preclude all such discussions; and I have revived the subject in this place merely for the purpose of pointing your attention to one of the principal causes which have rendered a new arrangement with your Highness indispensable.

30. Your Highness, I am persuaded, cannot reasonably view the proposition for a new arrangement proceeding from the Company with any degree of jealousy or alarm: I must repeat the observation, and I recommend it with all the earnestness of friendship to your most serious consideration, that a similar jealousy on the part of the Company would have bound his Highness the late Nabob, and your Highness, to the stipulations of the Treaty of 1787.

31. If the Company had pertinaciously adhered to the letter of that Treaty, and had insisted on a strict performance of the engagements contracted under it, I leave it to your Highness' candour and justice to declare what would have been the actual condition of your affairs? But the Company then waived its undeniable rights under a subsisting Treaty, and consented to a new arrangement at your solicitation and for your benefit. The Company has therefore a just claim to your Highness' favourable attention on the present occasion; and I trust that under this impression your Highness will not receive my earnest proposition for a modification of the Treaty of 1792, with any other sensations than those with which Lord Cornwallis received your respected father's application for a modification of the Treaty of 1787.

32. In proceeding to submit to your Highness the details of my proposed plan, I shall, in the first instance, state certain general principles which appear to me necessary to be observed, for the common benefit of all parties.

First, That the new Treaty shall comprehend the adjustment of every branch of your Highness' affairs as connected with your relation to the Company, and shall leave no question open to future discussion.

Second, That whatever adjustment shall now take place, shall be so framed as to afford the utmost degree of practicable security against the possibility of future change, in order that the new Treaty may become a final and conclusive settlement between your Highness and the Company.

Thirdly, That, with a view to secure the stability of the new Treaty, as well as to provide an adequate remedy for the evils already enumerated in this letter, effectual provision be made, that no part of the Carnatic shall remain or fall under a divided government, or a fluctuating or precarious authority.

33. Referring to these general principles, the first object of consideration in the state of your Highness' affairs is your debt to the Company. This now consists,—First, of the balance, as reported by Messrs Woolf and Place on the 1st July 1793, str. pagodas 35,06,135: second, Balance of the Kiftbundy account, as per account made up to 7th September 1791, str. pagodas 19,98,006: third, Balance of the New Cavalry Loan, with interest at 8 per cent. to the 12th October 1798, str. pags. 11,62,770: Total pags., 66,66,911.

34. The two first articles of this debt, at the earnest desire of his Highness the late Nabob of the Carnatic, were referred to the arbitration of the Governor-General in Council in the year 1793; and a Committee was appointed in Bengal for the purpose of assisting the Governor-General in deciding upon them.

This Committee has never yet delivered in any report; but having myself entered into a minute examination of the whole of these disputed accounts, and having considered with impartiality the respective claims of your Highness and of the Company, I have no doubt that, upon the balance of these accounts, you will be found justly indebted to the Company to a very large amount. If, however, a new arrangement should be acceptable to your Highness, I am ready, on the part of the Company, to consider whether it may not be practicable to compromise the whole of this claim (amounting to 55,04,141 pagodas), as well as the amount of any claim arising out of the payments made by the Company to your Highness' consolidated creditors of 1787. The extreme solicitude manifested by the late Nabob of the Carnatic to induce Lord Cornwallis to place these disputed accounts in a way of adjustment, and the engagement by which his Highness bound himself to submit implicitly to the award of the Governor-General in Council, with relation to themselves, are sufficient testimonies of the importance and value of the concession which the Company may be disposed to make to your Highness in this article during the course of the negotiation.

35. With regard to the advance made by the Company to the late Nabob for the discharge of his Highness' debt, denominated the New Cavalry Loan, I am satisfied that this branch of your Highness' debt to the Company should be liquidated, partly by an arrangement stated from the 37th to the 41st paragraph of this letter, and partly (in the manner already proposed by your Highness to Sir John Shore) by the application of the sum of 6,21,105 pagodas, after your Highness' present guaranteed debt shall have been liquidated by the operation of that fund.

36. The great branches of your debt to the Company would thus be entirely extinguished by their indulgence, and the period of the discharge of your New Cavalry Debt would be settled in such a manner that it could never interfere with your convenience. A stipulation may be inserted in the Treaty binding the Company never to apply to your Highness for any advance of money on account of the New Cavalry Debt, previous to the period when its liquidation shall commence by the operation of the fund assigned for that purpose.

37. Your Highness has at different times preserved certain claims with respect to the Ramnad Surplus, and to the Peisheush of Jadras, and to the Pearl Fishery of Ceylon.

38. Your Highness has been informed that the whole question respecting Ramnad has been referred to the Court of Directors. If, however, I should be enabled to conclude a new Treaty with your Highness, I shall be ready to decide the question of Ramnad without waiting for the result of the reference to the Honourable the Court of Directors. And being anxious to pay every attention to your Highness' just claims, I shall direct the balance of the revenues of Ramnad remaining after the deduction of all expenses, according to the 9th Article of the Agreement of 1795, concluded by Lord Hobart, to be carried to your Highness' credit in the account of the New Cavalry Debt immediately after your acceptance of the general arrangement which may be concluded between your Highness and the Company in consequence of this letter.

39. I propose to direct that the whole amount of the Peisheush due to your Highness since Jadras has been in the hands of the Company shall be carried to your credit in the same account.

40. Your Highness' share of the Pearl Fishery has been calculated, on principles which admit of no contest, to be one-fifth part of the number of boats employed in the Fishery in each season, and an equivalent sum of money has been allowed to your Highness in your general account. Immediately after the execution of the New Treaty, I shall direct this sum also to be carried to your credit on the same account and in the same manner as the two preceding sums; the Governor of Ceylon being now at this Presidency in consequence of having received my orders to meet me here for the purpose of settling the affairs of his Government under my directions. If the proposals stated in this letter should meet your Highness' approbation, I shall direct the Governor of Ceylon to form a Treaty with your Highness, securing to you the regular payment of your share of the Pearl Fishery; the payment to be made by the Governor of Ceylon into your Highness' Treasury.

41. The Governor of Ceylon will state to your Highness the great injury which would arise to the Fishery, from suffering any persons to interfere with those to whom it is farmed; and I therefore trust that your Highness will not desire to send any boats to the Fishery. The punctual payment of your just share appears to me to be the most advantageous settlement which can be made for your interests, as well as for those of the Governor of Ceylon.

42. Having thus manifested my desire to attend to the several objects which I know to be interesting to your Highness, I am further to inform you, that I am ready, by an article of the new Treaty, to relinquish the right of the Company to the assumption of the Carnatic, during the present and during all future wars, on the following conditions:—

43. That your Highness shall place *under the exclusive management, control, and authority of the Company in perpetuity a territory equal to secure the receipts of the whole of your monthly payments into the Company's Treasury*, which payments are, of course, to cease from that time. The territory to be placed under the management of the Company is described in a memorandum annexed to this letter. Your Highness will observe that I have included the Southern Division of the Arcot Province, although not one of the mortgaged districts, with a view to preserve in your Highness' management the countries surrounding your capital, and that the revenues under each authority respectively may be as compact as circumstances will admit. In place of the Northern Division of Arcot, I propose to hold a district in the Southern Division of that province to the amount specified in the annexed memorandum. I shall also, for the convenience of both parties, be ready to exchange districts in the Southern Division of Arcot, adjoining to those of the centre, in place of the Jaghire lands which your Highness holds to the southward of the Coleware, *for a similar purpose of averting the evils of a divided authority.*

44. If the territory placed under the management of the Company should produce more than the stipulated amount of 12,56—100.15.54., the whole surplus shall be paid into your Highness' Treasury, upon an account to be settled every third year, or more frequently when a permanent settlement of the revenue of the Carnatic shall take place.

45. On the other hand, if, from any accident of season, or from any other casualty, any deficiency should arise in the revenue of the countries managed by the Company, the loss shall fall exclusively on the Company, and your Highness shall not be responsible for any part of it.

46. With respect to the districts remaining in your Highness' hands, your Highness shall not be accountable for any increase of their produce under your management, nor shall the Company be responsible hereafter for any contingent diminution of it.



47. As the expense of maintaining and repairing the Fort contained in the districts to be placed under the Company's management will necessarily be transferred to the Company, an annual sum will be allotted for the purpose chargeable on the assigned revenue. The amount of this sum will be settled, with your Highness' approbation, during the negotiation of the new Treaty.

48. I have already observed to your Highness, that the increase of military charges for the defence of the Carnatic has rendered the amount of your subsidy disproportioned to its original object; on every principle of justice, the Company would be warranted in proposing to your Highness an augmentation of your military subsidy; *but as I am anxious to preserve to your Highness the full enjoyment of an ample and unencumbered revenue*, I have endeavoured to provide a fund for the increase of the military subsidy without any diminution of your actual receipts.

49. I propose, therefore, that whatever claims on the part of your Highness, or of the Company, remain in doubt respecting the Poligars, under the Treaty of 1793, should be now fully adjusted with the Company; and I am willing to accept that adjustment in lieu of all claims for an increase of your military subsidy, proportioned to the increased expense of defending the Carnatic.

50. The principle which induced the Company to seek the transfer of the Poligar Peishcush, will not admit any considerable augmentation of the annual payments from those tributaries. If the Company should hereafter deem it to be a wise policy, the increase must be very moderate, and must be considered as a commutation for the military services of the Poligars.

51. Under a new Treaty founded on the basis described, I entertain no doubt that *your Highness' clear revenue would be considerably increased*; and I am persuaded that you will concur with me in this opinion, when you refer to the former and present value of the countries which will remain in your Highness' hands; and when you recollect the extent of your charges for collection and other contingencies, and the enormous sums which you are compelled to waste every year on account of interest and charges attending loans of money.

52. *Under such a Treaty, the evils of a divided government, and of an unsettled and ill-defined power, would cease throughout the Carnatic.* The authority of the Company and that of your Highness could never interfere with each other; and the new settlement would bear such unequivocal marks of permanency and security as would inspire general confidence, facilitate the introduction of *an improved system of management*, and revive the decaying principles of general industry, productive labour, and individual affluence.

53. In order to render this settlement perfect in all its parts, and to secure your Highness' future ease and comfort under all possible contingencies, it will be expedient to establish some certain fund for the satisfaction of those private creditors of the late Nabob of the Carnatic, and of your Highness, whose claims now stand without security.

54. The operation of the sum of 6,21,105 pagodas will have liquidated the whole of the consolidated private debt guaranteed by Parliament in the year 1804.

55. After that period, by your Highness' agreement with Sir John Shore, the whole of this fund would be applicable to the New Cavalry Debt; but I propose that one-half the sum—namely, 3,10,552 pagodas 8 fanams—be appropriated to the payment of the interest and principal of the New Cavalry Debt, and the remaining half to the discharge of such just unconsolidated debt due by your father and by your Highness to individuals as shall, after the most strict examination, receive the sanction of your Highness, and of the Court of Directors.

56. After the liquidation of the New Cavalry Debt, I propose that the whole fund of 6,21,105 pagodas shall be applied to the payment of the unconsolidated debt, according to the principles stated in the foregoing paragraph; and when the whole of the private debt (thus sanctioned by your Highness and by the Court of Directors) shall have been discharged, I propose that the full amount of the sum of 6,21,105 pagodas shall be annually paid in cash by the Company into your Highness' Treasury.

57. Thus, Sir, have I submitted to your Highness the outline of *the only plan* which appears to me to promise *the hope of order to your affairs, of tranquillity to your mind, and of security to the interests of the Company* committed to my charge.

58. Under the new arrangement, your Highness would be relieved from all urgent demands either of a public or private nature, and you would possess *a much more ample revenue* than you now enjoy, with the additional satisfaction of reflecting that your possession was liable to no disturbance either from the contingencies of war or from any casual failure of your resources. You would be at liberty to direct your undivided attention to the cultivation and improvement of those resources to the utmost practicable extent, and you never could feel the necessity of injuring the mainsprings of your revenues for the purpose of meeting the exigency of occasional difficulty.

59. Whatever increase of produce might arise in the districts managed by the Company would be *a new source of wealth to your Highness*, and you would feel a personal interest in every improvement which the Company might be enabled to introduce into the system of your revenue.

60. With these observations I shall conclude, earnestly entreating your Highness to give your most serious attention to this letter. The opportunity is now peculiarly favourable to the final adjustment of your Highness' affairs. If you suffer it to pass away without improvement, events may intervene to aggravate your Highness' embarrassments, to postpone or even to preclude all final arrangement of your affairs, and ultimately to involve you in inextricable distress.

61. If the general principles which I have suggested with the freedom and sincerity of friendship should meet your Highness' approbation, they may speedily be reduced to the form of a Treaty, and I may be enabled, before my return to Bengal, to have the satisfaction of laying the foundation of perpetual ease to your Highness' mind, and of progressive improvement to this fertile but declining country.

62. Your Highness will observe, that, throughout the whole of this letter, I have avoided any reference to your late failure in your engagements to assist the Company in the present exigency by the immediate payment of a part of the New Cavalry Debt. I trust you will attribute my silence on this recent transaction to my earnest desire of abstaining from any discussion which can be painful to your Highness.—I have the honour to be, with great respect and attachment, your Highness' most faithful humble servant,

(Signed) MORRINGTON.

Fort St George, 24th April 1799.

## The Nabob's answer, dated 13th May 1799:—

Carnatic Papers,  
1803, 5, p. 213.

MY LORD,—Having read your Lordship's letter of the 24th ult. with great and serious attention, suitable to the importance of the contents, I shall return to it a fair and explicit answer. The candour and sincerity of my character, without a request from your Lordship, would have induced me on this, as well as on all other occasions, to speak without disguise. I have an additional inducement, however, for plainness of language and sentiment in the earnest desire and manly example of your Lordship.

I acknowledge, my Lord, that, under certain circumstances explained by the third Article of the Treaty of 1792, the Company are vested with authority to assume the Carnatic, and amongst other things, empowered to collect the revenue which it yields; and I confess (without regard to the consequence of that confession) that the assumption of the control over the affairs and revenues of my country, under the provision of the Treaty, would occasion a severe and heartfelt affliction, yet, if the time should arrive which should render it necessary that the Company avail themselves of the objects which that article secures, I hope that Divine Providence will endue me with fortitude adapted to the necessity of the season and the adversity of fortune, that I may make the sacrifice required of me, if not with cheerfulness, at least with dignity and resignation; and in performing this extreme act which the Treaty enjoins (if it ever be demanded of me), I shall have a constant consolation in reflecting on the letter of the Treaty itself, which stipulates that, as soon as the exigencies of the times which required the temporary sacrifice shall have been satisfied, I shall be reinstated in all my privileges and authority; and I should wrong your Lordship's honour, and slur the reputation of those whom your Lordship represents, if I could suspect for an instant, that, whilst I was fulfilling every relation to the Company with fidelity and exactness, they should hesitate on their parts to discharge their relative connective duties.

Possessing these avowed sentiments within myself, and this declared sense of the honour and justice of my allies, I have no disinclination of that strong and rooted kind which your Lordship would seem to indulge, so as to induce me to enter into any new arrangement rather than conform myself to the provisions of the existing engagements. No, my Lord: the Treaty of 1792 was concluded under such happy auspices, and is calculated, from its precision and clearness, to promote and maintain so good understanding between the parties to it, and is, moreover, so recommended to my affections by the loved and revered personages who framed it, that I could not for any personal inconvenience, were it ten times greater, so it were created by the Treaty, consent that it should be altered even in a letter.

But your Lordship has submitted reasons, apparently more cogent, why a new arrangement would be desirable; and these arise out of the supposed defect of the Treaty itself to insure the objects which it had in view, and the probable deficiency of my means to fulfil hereafter the duties which it imposes.

I cannot overlook a circumstance which, in affairs of this sort, must naturally present itself to the mind of your Lordship, that the Treaty which is now suggested to be defective, has had a trial, my Lord, of more than seven years, and without a single exception, has been found for that period not only sufficient for all common purposes, but has secured the fulfilment of every engagement stipulated in it with an harmony uninterrupted, and perhaps I might add, almost unprecedented in any country or age; and if experience be the true test of human institutions, there can be nothing, my Lord, to apprehend of the competency of the Treaty of 1792 to continue to the contracting parties to an incalculable date that happiness, that security, and that universal good-will which it has hitherto produced.

But, my Lord, you have directed my observation beyond the present hour, and have informed me that your Lordship and the Ministers of his Majesty the King of Great Britain (whom may the Almighty preserve!) have looked, and do still look, with a politic care and wise prudence to future probabilities and events as they regard our mutual conditions, and that the prospect is terrifying.

I do not presume to know the grounds on which your Lordship has formed your opinion of the instability of my affairs, nor is it necessary that I should be acquainted with them: it is sufficient for me to know that they are abundant enough to enable me to keep with punctuality my plighted faith. Your Lordship, however, has supposed that, from a difficulty to raise the Kists periodically payable to the Company, that I have been reduced to so great pecuniary distresses, that to provide a remedy for them I have had recourse to measures which I cannot bring myself to name, and that these measures, in their expected consequences, may affect the interests of the Company as connected with the Treaty.

Your Lordship has a right undoubted to expect an explanation of me as to any public matter which may regard the affairs of the Company as interwoven with my own: and I shall be happy on all occasions, as I am at the present opportunity, of answering that part of your Lordship's letter which respects the alleged assignment of certain districts set apart by the Treaty of 1792, as a security for the Company on the possible occurrence of a described event. But as to anything foreign to this, that may relate either to the internal management of my countries or the government of my people, I must on principles as obvious as they are just, decline to enter into a discussion.

The supposed assignment of the districts alluded to by your Lordship is stated as having been productive of the greater part of the mischief which is lamented and deplored in your Lordship's letter, and as having laid the seeds of a more deadly and extensive ruin: and your Lordship relying principally on this and on the reasons applicable to it, has suggested the necessity of a new arrangement. I am happy, my Lord, to offer an unqualified explanation of this alleged transaction; and I have a double motive to rejoice at the opportunity afforded by your Lordship, since it will serve to free my character and honour from the imputations which at present rest upon it, and will convince you, my Lord, that there are no substantial reasons, which must give your Lordship infinite satisfaction, for any apprehensions on this or any other ground related to it.

I do most unequivocally assure your Lordship, on the word and faith of a Sovereign, that no one foot of the districts set apart by the Treaty of 1792 have been, or are in any manner or way, directly or indirectly assigned by me, or *with my knowledge, to any individual whatsoever*. And having made this solemn and unreserved declaration, I would hope that I need not urge more.

But I have suffered, my Lord, so much from reports, founded on an erroneous conception of my



conduct in this particular, that I am unavoidably led to be more explicit, perhaps, than might be expected by your Lordship. I have been represented, my Lord, to the world (and it were impossible to calculate how far I may yet be injured by it, unless I put a limit to the representation) to have notoriously mortgaged and assigned the districts pledged to the Company, and the manner of my doing it has been publicly and confidently spoken of and proclaimed. That the ill-will of those who are inimical to my interests may have no further pretence for their assertions, and that it may be unable further to operate to my prejudice on the enlightened mind of your Lordship, I shall briefly state the manner in which payments are made into my Treasury from those districts by the officers of my revenue departments, and which are ordinarily said to give rise to the assignments in question; and it is in this simple way:—

As my monthly Kists require to be paid with regularity, and as the expense and danger of the remittance of money in specie from a distant country to the Presidency are great, my Annals or Managers, for the amount of their respective payments, procure bills from the Sircars for the particular sums to be remitted, and these bills are indifferently purchased of native bankers who may have money unemployed at Madras. They are taken without reference to me or to any connected with my Durbar; they are paid in specie or grain, and never superinduce an agreement of any sort to which I am made a party, directly or collaterally. The transaction ends, as it originates, with the Managers and the Sircars.

Having convinced your Lordship, as I would believe, that the evil anticipated by your Lordship of the expected failure of my resources to answer the exigencies of the Treaty can never happen from any of the causes mentioned by your Lordship, and that the Treaty in its operation is capable of insuring all these advantages which it was designed to secure, I will not enter, my Lord, into a detail of the new proposals, founded on supposed circumstances which I have shown to your Lordship to have been without existence.

The wisdom and justice which pervades many parts of the arrangement proposed, I cannot but admire, as I have hitherto admired all the public acts and propositions of your Lordship. They are the certain and avowed offsprings of a great and comprehensive mind; and although I cannot so far accede to the measure as to give it, in as much as it regards myself, all the weight and authority of a treaty, yet I shall endeavour, as far as circumstances allow, to observe the genuine maxims which your Lordship has used to enforce your proposals, and the conduct which they would inculcate.

You need not be told, my Lord, of the unconquerable and insurmountable obstacle in the way of any new engagement, which could not be overstepped without outraging every principle that should make engagements binding; for your Lordship is not unacquainted that my revered and honoured father, with his departing spirit, entreated and enjoined me that I would not consent to the alteration of a Treaty which he had painfully concluded; and I assured him, on the most sacred obligation that religion imposes, that I would obey his dying commands. Does it remain for me to conjure your Lordship, by the nobleness of your own nature, by your filial piety, by the reverence you owe to God, by each and all of these, not to renew an application which I cannot accede to without a breach of all moral and religious duties, and cannot listen to without reproach.

My Lord, praise be to the Almighty God, that in consequence of your Lordship's wise and resolute measures, the strong fortress of Seringapatam, which is equal to the wall of Alexander, and which has for a great length of time withstood all the attempts of other princes, has been captured, and the extensive country of Mysore restored to tranquillity and safety by the annihilation of the disturber of that country. This has conveyed to my mind unspeakable joy and gladness: it was right that such a glorious victory, and the acquisition of such honourable advantages, should be derived purely from your Lordship's good fortune, and it will remain for ever on the records of time. Verse: "It is a happy plan that has succeeded; this affair has been effected by you, and is such as is done by the brave." The victories which my friends have obtained by Divine favour, has given the greatest joy to me, who am their ancient ally; I consider them as an auspicious omen of my own happiness, and am persuaded that your Lordship will manifest your kindness toward me, especially in the support of my rights. The Talooks of Currore, the two Sealams, and as far as Tungarpeatty, have always been dependencies on Trichinopoly. The father of Tippoo arrogantly usurped these Talooks; I hope they will now be restored to me by your Lordship's justice. Another request I have to make, and with which I trust your Lordship will not only be not offended, but that you will grant my desire, is this,—when friends acquire an immensity of power, those who are their sincere and ancient friends are inspired with certain hopes of obtaining their wishes. The troops for which I pay nine lacks of pagodas yearly, in the service of the Company, were employed with those of my friends in the reduction of the Mysore country. I trust, therefore, that I shall be allowed to participate in the conquered countries in proportion to the sum I contribute for those troops, and that thereby, through your Lordship's justice and equity, I, who have always followed the fortunes of my friends, and prayed for their acquirements of such success, may obtain my wishes. May your days be happy! What more?

Upon receiving Lord Mornington's dispatch, announcing the opposition of the Nabob to an alteration of the Treaty, the Directors bethought themselves of an expedient to meet the difficulty.

#### EXTRACT Political Letter to FORT ST GEORGE, dated 5th June 1799.

Para. 16. Since the preceding paragraphs were written, we have received several papers Carnatic Papers. 5. p. 216. respecting Lord Mornington's negotiation with the Nabob, in which we observe his Highness has proposed to relinquish his sovereignty over the Poligar countries, on certain conditions. As Lord Mornington has not given an opinion relative to this proposition, it is not our intention either to express our approbation of, or to offer any objections to, the terms proposed by his Highness. The only purpose which we have in view in adverting to these papers, is, that the Governor-General in Council should give you instructions as to the terms upon which the negotiations should be carried on, and that you may be guided by their opinion and directions before any arrangement shall be finally concluded.

17. We have been advised by the Earl of Mornington, that *the Nabob continues to oppose a*

*determined resolution to the modification of the Treaty of 1792, which has been repeatedly proposed to him. At the same time we observe, that his Highness has distinctly acknowledged that he is in the practice of raising money annually, by assignments of the revenues of those districts which form the security for the payment of the Company's subsidy. As this practice is unquestionably contrary to the letter and subversive of the spirit of that Treaty, we direct that, immediately upon the receipt hereof, you adopt the necessary measures for taking possession, in the name of the Company, of the whole or any part of the said districts, the revenues of which shall appear to be so assigned, and that you continue to hold the same, and collect the rents thereof, in order that the Company may not in future be deprived of the only security which they possess, under the before-mentioned Treaty, to answer any failure in the Nabob in the discharging his subsidy. You will immediately communicate to the Nabob the determination we have come to, and the orders you have received relative to this point.*

A few days later, however, it would appear from the following Dispatch, that another idea had occurred to them, arising out of the stipulation in the Treaty of 1792 for the event of war.

EXTRACT LETTER from the SECRET COMMITTEE to LORD MORNINGTON, approved by the BOARD, 13th June 1799

Carnatic Papers,  
5 p. 217.

In the event of a war with Tippe Sultan, the respective countries of the Nabob of Arcot and the Rajah of Tanjore will of course come under the Company's management; and we direct that *they be not relinquished without special orders from us or from the Court of Directors for that purpose, in order to afford sufficient time for the formation of arrangements for relieving those respective Princes from all incumbrances upon their revenues.*

The state of the Carnatic continued to be the subject of Dispatches.

EXTRACT from Political Letter to FORT ST GEORGE, dated 16th October 1797.

*Ibid.* 1803, 7, p. 251.

We are extremely concerned at the frequent representations which you have occasion to make to us of the *distressful situation to which the administration of the Nabob is reducing the Carnatic*; nor can we cease to lament that *no effectual remedy has yet been devised for correcting the evils arising out of the present divided system of government*; the more especially as you have been reduced to the necessity of incurring a considerable expense for protection of the Pollams under the management of the Company, against the devastations committed by the Nabob's revolted Collieries.

EXTRACT of Letter from LORD MORNINGTON to the SECRET COMMITTEE, dated 25th January 1800.

Carnatic Papers, 1803,  
p. 217.

Para. 14. The short duration of the war rendered it inexpedient for me to assume the management of the respective countries of the Nabob of the Carnatic and of the Rajah of Tanjore, on behalf of the Company. The immediate effect of such an assumption would have been a considerable failure of actual resource at a period of the utmost exigency. I shall hereafter communicate my sentiments at large with respect to the state of Tanjore and the Carnatic. The latter now occupies my particular attention, and I fear that the *perverse councils of the Nabob of Arcot will prove a serious obstacle to any effectual improvement of your affairs in that quarter.*

Another expedient occurred to the mind of the Governor-General, which, it is important to observe, contains the germ of the mode in which, with some variations, the desired arrangement was subsequently carried out.

OFFICIAL LETTER from the GOVERNOR-GENERAL to Lord CLIVE, dated 26th March 1800.

*To the Right Hon. Lord Clive, &c. &c. &c.*

Carnatic Papers, vol.  
1, p. 59.

MY LORD,—Having at present under my consideration the state of our relation with the Nabob Omdut-ul-Omrah, and the whole tenor of his Highness' conduct towards your Government, I shall soon be prepared to communicate to your Lordship the final result of my determination on these important subjects. In the meanwhile, the possibility of the sudden contingency of his Highness' death renders it expedient that I should state to your Lordship, in an official form, the opinions and directions which I communicated to you verbally during my residence at Fort St George, for your Lordship's guidance in the event of the Nabob Omdut-ul-Omrah's death.

Although the Treaty of 1792 was concluded in the name and on the behalf of the Nabob Wallajah and his successors, no obligation of that Treaty binds the Company to place or to support on the Musnud any individual of the family (if any should be nominated by the reigning Nabob) whose pretensions to the succession may be actually disputed or may appear questionable.

Various rumours exist relative to the birth of the person of whom the Nabob Omdut-ul-Omrah declares himself to be the father; it is, however, certain that *the mother of this young man is of low origin, and that she was never married to the Nabob.* It is reasonable to believe that the succession of this young man would be felt as an injury to the rights of the late Amcer's son by all who might think favourably of the latter's title, and all such persons would undoubtedly use every practicable effort to defeat such a succession.

Under the circumstances, *neither party could claim our support under existing Treaties; and in determining to whom your support shall be granted, we are at liberty to consider the security of Great Britain's interest in the Carnatic, and the general prosperity of the country, and the happiness of its people, as the primary objects both of our right and duty.*

On this principle, it is manifest that, *from the candidate whom we may resolve to raise to the Musnud, we may justly require the most ample pledges for the effectual remedy of the evils which now afflict the Carnatic.*

For this purpose, *the successor of Omdut-ul-Omrah must be required to surrender to the Company, in the most absolute manner, the civil and military administration of the Carnatic, not retaining possession of a single fortress, nor maintaining any armed force, under any pretext whatever: no other arrangement would be adequate to the attainment of the indispensable objects which have been stated.*

The general principles of the late Treaty with the Rajah of Tanjore may be made the model of the agreement to be concluded with the successor of Omdut-ul-Omrah; such modifications of that Treaty as may be rendered necessary by a variation of circumstances, will readily suggest themselves to your Lordship's mind. The article relative to Forts and Military Establishments, noticed in the preceding paragraph, will admit of no modification. The amount of the provision to be made for the support of the succeeding Nabob, and of the other branches of the family of the late Wallajah, should be regulated with reference to the numbers and rank of the persons to be maintained, and on a scale of reasonable liberality.

Although the elevation of the supposed son of Omdut-ul-Omrah to the Musnud would probably be disagreeable to the principal Mussulmen in the Carnatic, I am of opinion that *he might be rendered a better instrument for the accomplishment of the salutary ends proposed* than the son of the late Ameer could be expected to prove. Whenever, therefore, the death of the present Nabob may take place, your Lordship *will place the young man who passes for his son on the vacant Musnud, previously requiring his consent to the conditions generally described in this Dispatch, unless any objection to this disposition should occur to your Lordship's mind: in which event, your Lordship will be so good as to state your objections to me immediately after the receipt of this letter.*

*If the Nabob's supposed son should refuse or delay to subscribe to these conditions within twenty-four hours from the present Nabob's death, you will then give the son of the late Ameer the option of the succession ON THE SAME TERMS.* If he also should reject the necessary conditions, your Lordship will immediately proceed to establish the Company's authority in the completest manner throughout the Carnatic; and you will suspend all further negotiation on the subject of the succession till the receipt of instructions from the Governor-General in Council.

I am not aware that the Ameer has left more than one son: in the event of his male offspring being more numerous, your Lordship will consider these directions as applicable only to his eldest son; and you will not treat with any younger branch of his family.

Your Lordship will bear in mind the expediency of making a reasonable provision, in any of the cases supposed, for the Nabob's family, and for all natives of distinction and character, as well as for indigent families at present dependent on the sources or bounty of the Nabob of the Carnatic. Any arrangement which may be necessary for this purpose, should take place, if possible, in the same instant with the establishment of the Company's authority throughout the country.—I have, etc.

Fort William, 26th March 1800.

(Signed) MONKINGTON.

EXTRACT of LETTER from LORD CLIVE to the SECRET COMMITTEE, dated 11th April 1800. Carnatic Papers, 1803, 5, p. 216.

Your letter to the Governor-General, dated the 16th June 1799, is still under his Lordship's\* \* Lord Wellesley, consideration; but it is material for me to repeat, and with impressive earnestness, that *no security sufficiently extensive and efficient for the British interest in the Carnatic can be derived from the Treaty of 1792; and that no divided power, however modified, can possibly avert the utter ruin of that devoted country.*

EXTRACT SECRET LETTER from FORT ST GEORGE, dated 14th April 1800.

Para. 7. In all our late Dispatches we have been under the necessity of attracting your notice Carnatic Papers, 1803, 5, p. 216. to the *progressive decline in the prosperity of the Carnatic, and to the ruinous effects of the Nabob's Administration.* We have accordingly confirmed the opinion already transmitted to the Court of Directors—an opinion which cannot be too urgently repeated—that *the Government of his Highness is rapidly approaching that state of weakness which cannot be relieved but by a radical reform.*

The negotiations for an arrangement with the Nabob were thus alluded to by Mr Secretary Dundas in Parliament, in laying before Parliament, on 25th March 1800, the India Budget:—

The due performance of the stipulations in the treaties with the Nabob of Arcot and the Rajah of Tanjore is secured by specific assignments of districts in their respective territories. As to the Nabob of Arcot, it was reasonably to be expected that the long-established alliance with his family, and a grateful sense of the eminent services they had received, would have been inducements to the most friendly and cordial co-operation in whatever might have a tendency to further the interests of his allies. A modification of the arrangements made in the year 1792 was desirable for the interests of both parties. The remonstrances with him on that subject have been formerly stated to the Committee; nothing, however, has been yet effected.

On 12th June 1801, Mr Dundas, in bringing up his India Budget, again alluded to his repeatedly expressed wish that the Treaty of 1792 might undergo several modifications, the interests of the Company and the welfare of the inhabitants of the districts under his Highness' government required it."

From all the quotations which have now been made, it is proved to demon- Result of evidence, stration—

1st, That the Company were deeply impressed, whether right or wrong, with the opinion, that the Government of the Nawaub was not only injurious to himself and to his subjects, but threatened to be, at least ultimately, destructive of the securities for the British interests in the Carnatic. The objection was not, Necessity of however, it will be observed, that he was not making regular payment of his con- change, tributions; but that his management threatened to destroy the security for the future payments.

2d, That the Company were at their very wit's end to devise the means of Company embar- rassed to procure it.

obtaining such a change as would secure these interests beyond the reach of danger; and,

3d, That they did not feel themselves warranted in using other means than persuasion with the Nawaub to bring this change about.

But whilst they were alternately suggesting first one means and then another, and were latterly approaching the disposition of employing some pressure under cover of the provisions of the Treaty then in force; whilst they were anticipating the death of the then Nawaub, and the changes which would necessarily follow, and in doing so, ingeniously insinuating the possibility of there being contending claimants to the throne, and sowing the seeds of contention by casting a doubt upon the legitimacy of the next heir, so as to render, on one side or the other, the assistance of a great Power an object of importance, but an object to be secured only by granting those concessions which had been so ineffectually desired at the hands of his predecessors; whilst the discussion and anxiety on the subject waxed so hot and so high as to lead to the recall of one Governor, and perhaps in some measure to the resignation of another,—a circumstance fortunately occurred which, to the relief of all their embarrassment, was at once and with eagerness seized upon as affording a plausible pretext for assuming the attitude of imperiously demanding that the proposals of the English Government should, without more ado, be agreed to. At the storming of Seringapatam, certain letters were found which had passed between the two Nabobs of Arcot, Wallajah and Omdut, and the Sultan of Mysore,—“the inveterate enemy” (to use language already quoted) “of his Highness’ family and of the British name.” The correspondence was at once set down as proving not merely the insincerity of the Nawaubs’ attachment, but that they had thereby become public enemies, and had forfeited every claim to consideration. The letter in which the discovery was announced to the Governor at Madras is a very remarkable document, and contains proof within itself of the light in which the discovery was regarded.

A fortunate discovery.

P. 24.

Papers, 1803, vol. v., p. 217.

EXTRACT of LETTER from the GOVERNOR-GENERAL to LORD CLIVE, dated April 7th, 1800.

Para. 10. Your Lordship will concur with me in opinion, that the disclosure made by the annexed documents of the disaffection of the Nabob Omdut-ul-Omrah supersedes the necessity of any further consideration of the state of the Company’s connection with that Prince, under the orders lately conveyed by the Honourable Court of Directors to your Lordship in Council. While THOSE ORDERS WERE UNDER MY CONSIDERATION, A COMBINATION OF FORTUNATE CIRCUMSTANCES REVEALED THAT CORRESPONDENCE, which at once furnishes an explanation of the perverse spirits of his Highness’ councils since his accession to the Musnud, and demands the application of the *sole effectual remedy for the evils* which those councils have brought upon his people.

Inquiry ordered.

The Governor-General having announced this “fortunate circumstance” of the discovery of public enemies, in the person of those who for more than fifty years had been, or been considered, close allies and firm friends, gave instructions to Lord Clive to conduct inquiry into the subject, and transmitted a list of witnesses whose evidence was to be carefully and zealously collected.

Vol. vi., p. 217

“In the meantime,” says Mr. Mill, “the Governor-General himself had completely prejudged the question, and did what depended upon him to make Lord Clive prejudge it in a similar manner. ‘A deliberate consideration,’ says he, in the very letter which directed inquiry, ‘of the evidence resulting from the whole of these documents, has not only confirmed in the most unquestionable manner my suspicions of the existence of a secret correspondence between the personages already named, but satisfied my judgment, that its object on the part of the Nabobs Wallajah and Omdut-ul-Omrah, and especially of the latter, was of the most hostile tendency to the British interests. The proofs arising from the papers would certainly be sufficient to justify the British Government in depriving that faithless and ungrateful Prince of all means of rendering any part of the resources of the territories which he holds under the protection of the Company subservient to the further violation of his engagements, and to the prosecution of his desperate purposes of treachery and ingratitude.’

“However, the Governor-General thought it would, notwithstanding, be more consonant with ‘the dignity and systematic moderation of the British Government,’ not to take the country from its Prince till some inquiry had first been made. But he says, ‘Although it is my wish to delay the actual assumption of his Highness’ government until that inquiry shall be completed, I deem it necessary to authorise your Lordship to proceed immediately to make every arrangement preparatory to that measure, which now appears to have become inevitable.’”

Charge entirely unsupported by evidence.

It is a matter in reality of very little importance to the present case, whether the evidence was or was not sufficient to establish the charge which was fastened upon the Nawaubs. It is not usual, except in fable, to justify by accusing the great grandfather where the great grandson is without blame; and, accordingly, the Directors of the Honourable Company do not seem to make a point of the alleged fact. But it may be as well just at once to dispose of the matter, by quot-

ing the opinion of an historian entitled to every consideration, and who manifestly has gone into the subject with much care, arriving easily at the conclusion, that there was no evidence to support the charge,—a circumstance which may readily enough be believed, when the object of making that charge, which the preceding remarks have explained, is clearly understood.

“Nothing, surely,” says Mr Mill, “ever was more fortunate than such a discovery at such a time. When the Governor-General, and all his superiors and all his subordinates in the government of India, were languishing and panting for the possession of the Carnatic, but afraid without some more plausible reason than they yet possessed to commence the seizure, here it was provided for them in extraordinary perfection. But the very circumstance which recommended it to the eager affections of the East India functionaries, will recommend it to the rigid scrutiny of those whose minds are more happily situated for appreciating the facts.”

“The documents on which so extraordinary a value was set by the Governor-General, consisted almost entirely of certain things picked out from a mass of correspondence which purported to have passed between the ‘Presence’ (the title which Tippoo bestowed upon himself) and the two Vakeels, Golam Ali Khan and Ali Reza Khan, who accompanied in 1792 the hostage sons of the Sultan to Madras. Besides these, only two letters were produced; one from a subsequent Vakeel of Tippoo at Madras; another supposed to be from Omdut-ul-Omrah, but under a fictitious name.”

Mr Mill then adverts to the possibility of the documents being fabricated, but that it was extremely improbable, and goes on to say—“But an argument more conclusive than any argument from character, either national or individual, can almost ever be, at any rate to strangers, and those whose partiality one has no reason to expect, is this; that ~~THE PAPERS PROVE NOTHING~~; which most assuredly would not have been the case, had they been fabricated for the purpose of proving. On the other hand, if they had exhibited a proof which was very strong and specific, it would have been no easy task, after the very exceptional manner in which they were examined, to have proved that all suspicion of them was utterly groundless.”

He then, by a variety of explanations, shows how the correspondence proves nothing:—

“To establish still further the dark designs which the Governor-General firmly concluded that a few hyperbolical expressions had already proved, a list of nine witnesses was transmitted to Madras, of whom the two Vakeels, Golam Ali Khan and Ali Reza Khan, were the chief. A commission consisting of two of the most approved servants of the Company, Mr Webbe, the Secretary to the Madras Government, and Colonel Close, were selected to conduct the investigation. Every precaution was taken, such as that of preventing communication between the witnesses, to get from them either the evidence pure, or the means of detecting its impurity.

“It was resolved to begin with the two Vakeels, who of course could best elucidate their own correspondence. To form a proper judgment of their testimony, several circumstances ought to be remarked. In the first place, they were Orientals; that is, men accustomed, in the use of language toward those on whom their hopes and their fears depended, to regard very little the connection between their words and the corresponding matters of fact, but chiefly the connection between those words, and the impression, favourable or unfavourable, which they were likely to make on the minds of the great persons, on whose power the interests of the speaker most remarkably depended. In the second place, it is impossible to conceive any dependence more abject, than was, at this time, the dependence of the Khans, Golam Ali and Ali Reza, upon the English Government. The government, under which they had found employment, was totally destroyed. Every source of independent subsistence was cut off; they lived upon a pension which they received from the English Government, and which it was only necessary to withhold, to plunge them into the deepest abyss of human misery. They had every motive which interest could yield, to affirm what would be agreeable to the English Government. They could have no interested motive to speak what would be agreeable to Tippoo, Wallajah, or Omdut-ul-Omrah. In these circumstances, if they had given a testimony in every respect conformable to the wishes of the English Government, what depended upon their affirmation would have been regarded as of little or no value by any impartial judge. But in as far as they gave a testimony in opposition to those wishes, that is, in opposition, as they must have believed, to their own interests, their testimony has some of the strongest possible claims upon our belief.

“Everything was done to remove any obstructions which might exist in the minds of the witnesses to the production of such evidence as was expected. They were given to understand that no blame would be attached to them, who only acted under legitimate orders, for their instrumentality in the designs of their master. And they were assured in the strongest language, that any appearance of a design to conceal the truth, and they well knew what eastern rulers were accustomed to call the truth, would be visited upon them with all the weight of English indignation.

“Of the two Vakeels, Ali Reza was residing at Vellore, Golam Ali at Seringapatam. As least remote, Ali Reza was examined first. In him, the examining commissioners say, in their report to the Governor, ‘We think it necessary to apprise your Lordship that we discovered an earnest disposition to develop the truth.’ Golam Ali they accused of base endeavours at concealment. The evidence of both, taken together, tends not to confirm one single suspicion, if any could have been justly derived from the papers, but to remove them, every one.”

The historian then proceeds to dispose of the proofs, and adds, after some detail—

“The commissioners say, ‘We examined Ghulam Ali Meer Suddor, the Dewan Purniah, and the Moonshee Hubbeeb Olla,’ that is, the men above all others acquainted with the secrets of Tippoo’s government; ‘but as their testimony did not establish any fact, we thought it unnecessary to record their evidence.’

“*Not only does this evidence afford no proof of a criminal correspondence with Tippoo, on the part of the Nabob; but the total inability of the English to produce further evidence, with all the records of the Mysore Government in their hands, and all the living agents of it within their absolute power, is a proof of the contrary; since it is not credible that a criminal correspondence should have existed, and not have left more traces of itself.*

"It is just to bewail the unhappy situation in which the minds of Englishmen in India are placed. Acted upon by circumstances which strongly excite them, their understandings are dragged, like those of other men, towards a conformity with their desires; and they are not guarded against the grossest illusions of self-deceit by those salutary influences which operate upon the human mind in a more favourable situation. The people of India among whom they live, and upon whom the miserable effects of their delusion descend, are not in a situation to expose the sophistry by which their rulers impose upon themselves. They neither dare to do it, nor does their education fit them for doing it, nor do they enjoy a press, the instrument with which it can be done. Their rulers, therefore, have no motive to set a guard upon themselves, and to examine rigidly the arguments by which they justify to themselves an obedience to their own inclinations. The human mind, when thus set free from restraint, is easily satisfied with reasons for self-gratification; and the understanding waits, an humble servant, upon the affections. Not only are the English rulers in India deprived of the salutary dread of the scrutinising minds and free pens of an enlightened public, in the regions in which they act; they well know, that distance and other circumstances so completely veil the truth from English eyes, that, if the case will but bear a varnish, and if they take care to stand well with the minister, they have in England everything to hope, and seldom anything to dread, from the successful gratification of the passion of acquiring.

"It is most remarkable, that of all the Englishmen in India, of whose sentiments upon the occasion we have any record, the Governor-General and his Council, the Governor of Fort St George and his Council, the examining commissioners, and the Persian translator, the very foremost men in India, not one appears to have doubted, that the evidence we have examined established undeniably the facts which they so eagerly desired to infer."

It will be seen from this, that Mr Mill gives the officials of the Company credit for apparent sincerity in their imputation, and undoubtedly this was the most charitable opinion which could be taken; but it is one extremely difficult to arrive at in a full view of the whole circumstances, and particularly in the knowledge, which the Company repeatedly expressed in their Dispatches, of the Nabob's "settled hatred" of "the Mysorean," and it is much more likely to have been simply the result of cautious official policy in penning their Dispatches. In any view, what motive could there have been for real alarm after the hated Mysorean had been killed, his capital stormed, and his country subjugated?

But so obviously did the proofs fall short of evidence, that even Mr Wilson, who, in editing Mr Mill's work, generally agrees to differ from his author, although he is insufficiently informed as to the position of the Nawabs of the Carnatic, is forced to admit with much obvious reluctance, "*that upon the face of the correspondence little appeared to convict the Nawabs of the Carnatic of actual treachery against the British Government.*"

The examination of witnesses was closed, and the report of the Commissioners drawn up and signed at Seringapatam, on the 18th of May 1800. It was not till the 28th of May 1801 that any further instructions of the Governor-General were dispatched.

"The critical situation of the negotiation depending with the Nizam, appeared to me to render it advisable to postpone the adoption of measures required for the security of the Carnatic. The successful issue of that negotiation appeared likely to facilitate the arrangements which became indispensably necessary in the Carnatic; while a premature prosecution of these arrangements might have impeded, and perhaps frustrated, the successful issue of the negotiation at Hyderabad." Another reason was, that for some time he indulged the hope of being able to employ the weight of his own presence, in removing the obstacles which he expected to oppose the intended revolution in the Carnatic. When that hope was relinquished, he desired that Mr Webbe, the Chief Secretary to the Government at Madras, might join him in Bengal, to communicate a more minute knowledge of circumstances than he could otherwise acquire.

"The delay," says the Governor-General, "which has occurred, has enabled me to receive the sentiments of the President of the Board of Commissioners for the affairs of India, and of the Secret Committee of the Court of Directors, on the subject of the correspondence of the late and present Nabob of Arcot with Tippoo Sultan. Those sentiments entirely accord with your Lordship's, and with mine, on the same subject."

There follows in this and in subsequent Dispatches, to be immediately quoted, what is elsewhere designated by the rather appropriate phrase, "*the course of reasoning*," which was to be erected upon the letters, to justify the Company's attitude and secure compliance with their demands.

The course of reasoning.

Carnatic Papers, 1803, vol. i., p. 45.

EXCERPT from an OFFICIAL LETTER from the GOVERNOR-GENERAL to the Right Honourable LORD CLIVE, etc., etc., dated 28th May 1801.

(Most Secret.)

My Lord,

Para. 15. In determining the mode in which it may be expedient to exercise the rights of the British Government, under this discovery of the Nabob's violation of the alliance, our right to establish whatever system shall be judged advisable for administering the civil and military government of the Carnatic *is entirely relieved from the impediments hitherto opposed to the progress of improvement*, by considerations personal to the Nabob, and to his Highness' family. In all the different

discussions which have taken place in every modification which has been proposed for the improvement of the connection between the Company and the Nabob of Arcot, *territorial possession* has justly been considered to afford the only adequate security for the military subsidy of the Carnatic. My knowledge of the internal administration of his Highness' affairs convinces me that the resources of the Carnatic can never be faithfully applied to the exigencies of public affairs, while his Highness shall exercise the executive government. I have no hesitation, therefore, in stating my decided judgment, that *no actual security can be established for the rights pledged to the Company in the Carnatic, for the effectual restraint of the adverse and faithless disposition of the Nabob of Arcot, or for the successful introduction of an improved system of finance, revenue, and judicature into the territories subject to the Government of Fort St George, by any other mode than by administering, through the Company's officers, the entire civil and military government of the Carnatic.*

16. In the execution of this necessary measure, it would have been satisfactory to my mind if the safety of the British interests had permitted me to consult the personal convenience of the Nabob of Arcot, to the extent proposed in the modification of the Treaty of 1792, offered by Lord Hobart to his Highness' acceptance, and in the general plan for the arrangement of his Highness' affairs which I proposed to him during the progress of the late war in Mysore. It would have been an act of wisdom to have sacrificed to the principles of national moderation and magnanimity, the advantages which I had proposed to surrender for the attainment of the Nabob's cheerful concurrence in an engagement which he was considered at liberty to reject; but his Highness' hostile disposition having transpired, his violation of the most sacred ties of amity and alliance having been detected, it is become my duty to deprive him of the future means of injuring the British Government. Wisdom and prudence require, justice and moderation warrant, that his Highness should not retain the possession of actual resources greater than shall be requisite for the support of the rank which he shall hereafter be permitted to hold in the Carnatic. Reduced by his own conduct to the condition *of a public enemy*, he has forfeited all positive right to any share of the resources of the Carnatic; and his future situation must be determined entirely by the prudence of the Company, tempered with those considerations of lenity which, I trust, will always enter into the councils of every British authority. Under this view of the subject, it is my opinion that the stipend to be allowed to his Highness the Nabob Omdut-ul-Omrah, and to his family, should not exceed the sum of pagodas three lacs, nor be less than the sum of two lacs of pagodas.

17. I consider it to be extremely desirable that the Nabob should be induced, under a full conviction of the rights acquired by the Company, in consequence of the discovery of his father's negotiations, and of his own, to accede to the proposed arrangement in the form of a treaty. In expressing this wish, I am more desirous of consulting the dignity of the British Government, than of admitting any claim to its generosity and forbearance on the part of the Nabobs Mahomed Aly and Omdut-ul-Omrah. It would, however, be painful to your Lordship, and to me, to be compelled to expose to the world all the humiliating proofs of the ingratitude and treachery of those infatuated princes towards that power which has uniformly proved their guardian and protector. I therefore request that your Lordship will immediately open *a negotiation with the Nabob Omdut-ul-Omrah*, for the purpose of adjusting an arrangement for the *entire transfer of the civil and military government of the Carnatic to the hands of the Company*, on the terms specified in the draft of a treaty, which I have now the honour of transmitting to your Lordship.

18. In order to obtain his Highness' acquiescence in this mode of adjustment, it will be proper for your Lordship (after having fully apprised the Nabob of the nature of the proofs which we possess of his correspondence with Tippoo Sultan) to offer the inducement of the largest provision to be made for his Highness' personal expenses; and in that event, I authorise your Lordship to insert in the Treaty the sum of three lacs of pagodas (£120,000).

19. It is possible, however, that, in the actual state of his Highness' councils and temper, the Nabob may be disposed to reject even this moderate proposition; and to appeal to the authority of the Honourable the Court of Directors. In that event, *being already in possession of the sentiments of the Secret Committee*, founded on the discovery of the Nabob's faithless conduct, *I shall consider it to be injudicious and unnecessary to admit the appeal*, and by that admission to enter upon a formal trial of his Highness' criminal conduct. The case requires that we should act *as against a state on the basis of the general law of nations*, and that we should employ the *power of the British Empire in India to demand, and, if necessary, to enforce an adequate security for our rights and interests* against the machinations of a faithless ally, who has violated the fundamental principles of a public alliance to the extent of placing himself in the condition of a *public enemy*. If, therefore, the Nabob Omdut-ul-Omrah, by refusing to acquiesce in the proposed arrangements, should compel the British Government, contrary to its wishes and intentions, to exercise its rights and its power to their full extent, I authorise and direct your Lordship to assume the civil and military government of the Carnatic; and I have the honour of enclosing a declaration, which, in that event, I request your Lordship to publish under the authority of the Governor-General in Council. Even under this contingency it is not my intention that the allowance to be made to the Nabob should be less than two lacs of star pagodas.

Prior to the date, and apparently to the receipt of this letter, Lord Clive had addressed the following letter to the Governor-General:—

To His Excellency the Most Noble the MARQUIS WELLESLEY, K.P., etc., etc.

Vol. i. p. 83.  
21st May 1801

MY LORD,—The reports which I continue to receive of the declining health of his Highness the Nabob of the Carnatic, afford the strongest reason to expect his speedy dissolution.

The letter of your Lordship's official dispatch (No. 12), dated 26th March 1800, sufficiently determines the measures which, at that period, your Lordship expected me to adopt on the occurrence of his Highness' death, at any period previous to the receipt of your Lordship's final determination on the whole tenor of his Highness' conduct, then under your Lordship's consideration.

But in the decision of this delicate and important question, it is also material to bear in mind, that the result of the investigation, which was directed in your Lordship's subsequent dispatch (No. 13), had not at that time been brought under your Lordship's observation; that, in consequence of the report of this investigation, your Lordship had made arrangements for proceeding professionally



to Fort St George for the execution of the measures which your Lordship had resolved to adopt; and that, being disappointed in the expectation, your Lordship had required the preference at Fort William of the principal executive officer of this Government, for the purpose of connecting, among other important objects, the whole detail of the measures to be adopted for the future government of the Carnatic.

If, therefore, in the event of his Highness' death, I should proceed to the execution of a treaty with his successor, according to the discretionary powers which have been vested in me by your Lordship's Dispatch (No. 2), it is manifest that I should anticipate those details which are either at this time under your Lordship's immediate consideration, or have been calculated or determined by your Lordship's authority; and that, in either case, some new and important view, which a revision of the whole case may have suggested to your Lordship's mind, might be defeated by my premature interference.

After the most mature reflection on all the circumstances which are connected with these important considerations, I am satisfied that no material injury is likely to arise, but that much future facility will probably ensue, from holding the succession itself, as well as all its consequent arrangements, open for your Lordship's future commands.

I am accordingly prepared to limit my immediate views on the expected contingency to the assumption of the civil and military government of the Carnatic, according to the draft of a proclamation which I have the honour to enclose for your Lordship's consideration; for the transmission of which to all quarters of the Carnatic, on the moment of his Highness' decease, I have made the requisite arrangements.

I have the honour to transmit for your Lordship's consideration the draft of a Treaty which I had prepared, in conformity with your Lordship's orders in your Dispatch (No. 12) 1800, but which the considerations already stated in this letter have induced me to postpone for your Lordship's further commands.

Although this draft appears to me to be founded on the spirit of your Lordship's instructions, as being modelled on the principles of the late Treaty of Tanjore, it is proper for me to observe, that a full consideration of its effect, compared with the actual state and increased difficulties of the finances of the Company, will probably justify in your Lordship's opinion an arrangement more favourable to the interests of the Company.—I have, etc. (Signed) CLIVE.

Fort St George, 21st May 1801.

Enclosed in this letter were the drafts of a Treaty and of a Proclamation. In a letter of the following day, Lord Clive transmitted a paragraph which he proposed to add to the intended proclamation, "*for the purpose of tranquillising the minds of the Mussulman inhabitants at large.*" This fact is not a little important; and it escapes again and again in the subsequent Dispatches that the British Government were alive to the necessity of conciliating the good opinion of the natives, and especially by avoiding every appearance in their dealings of violating their rights.

The two following letters were transmitted in reply. The instructions to Mr Webbe, therein referred to, do not appear to have been returned to Parliament:—

To the Right Honourable LORD CLIVE, etc., etc.

Vol. i., p. 83.

MY LORD,—

2d June 1801.

1. I have had the honour to receive your Lordship's Dispatch (No. 11), dated the 21st ult.; and I think it of importance to communicate to your Lordship, with all practicable expedition, my entire approbation of the arrangement which your Lordship proposes to adopt in the event of the death of his Highness the Nabob Omdut-ul-Omrah, for exercising provisionally, on the part of the Honourable Company, the entire civil and military government of the Carnatic.

2. Having recently considered the subject of the affairs of the Carnatic connected with the transactions described in the correspondence discovered at Seringapatam, it is my intention to transmit to your Lordship, by Mr Webbe, my detailed instructions for your Lordship's guidance, which will embrace as well the contingency of the Nabob's death, *as the nature of the security to be provided for the future interests of the Company in the Carnatic.* Until your Lordship shall receive these instructions, it is my wish that the civil and military government of the Carnatic should be exercised by the Government of Fort St George, in the event of the death of Omdut-ul-Omrah; but it is my desire that your Lordship should entirely refrain from any negotiation with the reputed son of the Nabob, or with any other supposed heir of his Highness, until my intentions with regard to the future government of the Carnatic should be fully communicated to your Lordship.—I have, etc.

Fort William, 2d June 1801.

(Signed) WELLESLEY.

Vol. i., p. 60.

OFFICIAL LETTER from the GOVERNOR-GENERAL to the Right Honourable LORD CLIVE, etc., etc., dated 4th June 1801.

MY LORD,—

Para. 1. My separate instructions were delivered to Mr Webbe for your Lordship's information and guidance, and provided for the contingency of the Nabob Omdut-ul-Omrah's death, and for the arrangements which it would in that event be advisable to adopt for the future government of the Carnatic; but the tenor of your Lordship's official Dispatch, No. 11, dated 21st ultimo (May), having indicated the probability of his Highness' immediate demise, I now judge it prudent to furnish your Lordship with my sentiments on that subject, in the form of an official Dispatch.

2. Whatever right the reputed son of the Nabob Omdut-ul-Omrah may be supposed to possess to the Company's support of his pretensions to the government of the Carnatic on the death of his Highness, is founded on the grounds of the rights of Omdut-ul-Omrah himself; the right of the Nabob



Omdut-ul-Omrah to the assistance of the Company in securing his succession to the Nabob Mahomed Ally in the government of Arcot, was founded on the express stipulations of the Treaty of 1792. The result of the written and oral evidence obtained from the papers discovered at Seringapatam, has established abundant proof that the fundamental principles of the alliance between the Company and the House of Mahomed Ally, as well as the express letter of the Treaty of 1787 (of which the Treaty of 1792 was an indulgent modification), had been absolutely violated, and rendered of no effect by the Nabobs Mahomed Ally and Omdut-ul-Omrah, previously to the ostensible conclusion of the Treaty of 1792. It is manifest, therefore, that the Nabob Omdut-ul-Omrah could derive no right from the formal ratification of that instrument, the vital spirit of which had already been annihilated by his Highness' conduct; and that the Nabobs Mahomed Ally and Omdut-ul-Omrah, by forming an intimate union of interests with Tippoo Sultan, had placed themselves and their whole House in the relation of *public enemies* to the British Empire in India.

3. Whatever right to the Company's protection and support the reputed son of Omdut-ul-Omrah may derive from his supposed father, had been utterly destroyed by the hostile conduct of Omdut-ul-Omrah; and my instructions to your Lordship in consequence of the discovery of the inimical conduct of Mahomed Ally and of Omdut-ul-Omrah, having provided for the immediate exercise of the civil and military government of the Carnatic on the part of the Company, as the only measure of self-defence and security, under all the circumstances of the case, it follows that the reputed son of Omdut-ul-Omrah (in the event of his Highness' death previously to your Lordship's execution of my orders) must succeed to the condition of his father; and that the British Government in India will, in that event, remain at liberty to exercise its rights, founded on the faithless policy of its ally, in whatever manner may be deemed most conducive to the immediate safety and to the general interests of the Company in the Carnatic.

4. Under this view of the question, the British Government in India is at liberty to proceed to exercise, on the part of the Company, the civil and military government of the Carnatic, if it should judge that the most advisable plan of arrangement.

5. Many considerations, however, of expediency and policy must be connected with a measure of so much magnitude; the long-established connection between the Company and the House of Mahomed Ally justifies us in sacrificing to the sentiments of national magnanimity and generosity the resentment occasioned by his Highness' flagrant breach of the alliance; and in every event it would be incumbent on the British Government to make a pecuniary provision for the family, suitable to its dignity. The discharge of this duty is fully appreciated by the natives of India; *but it is by no means certain that, in the event of our proceeding to exercise a right founded on a violation of Treaty, and on the necessity of self-defence, the powers of Hindostan would refrain from confounding the abstract principles of the general law of nations with ambitious views of aggrandisement and extension of dominion.* If, therefore, it should be practicable to obtain equal advantage and security for the Company by relaxing the exercise of its actual right, and by substituting the more gracious mode of conciliation and indulgence, I am disposed to think, under all the circumstances of the case, that it will be more consistent with the principles of our policy and character to adopt the most lenient method of arranging the future Government of the Carnatic.

6. In this view of the question, it appears to me, that, under the insufficiency of the pretensions of the Nabob Omdut-ul-Omrah's reputed son, as well as of all other claimants to the government of the Carnatic, no obstacles can be opposed to such an arrangement as the British Government may deem it expedient to adopt for the affairs of the Carnatic; while the proofs of the violation of the alliance between the Company and the house of Mahomed Ally will furnish your Lordship with abundant reason, upon every principle of precautionary policy and of justice, for reducing the pecuniary stipend of the proposed successor of Omdut-ul-Omrah to the lowest scale, consistent with the dignity and honour of the British Government.

7. If, therefore, upon the receipt of this Dispatch, your Lordship should be satisfied of the *disposition of the Nabob Omdut-ul-Omrah's reputed son to consent to an adjustment of the affairs of the Carnatic by the Treaty, on the principles of the draft which I have had the honour of transmitting to your Lordship, I authorise and direct your Lordship in council to acknowledge the reputed son of Omdut-ul-Omrah to be the heir of his father, and to conclude a Treaty with him as Nabob of the Carnatic, on the terms and conditions which I have specified.*

8. But if the reputed son of Omdut-ul-Omrah shall oppose any resistance to such an arrangement, it will be proper for your Lordship in Council to proceed to exercise the government of the Carnatic, by publishing the declaration inclosed in my separate Dispatch of the 28th of May, with such additions as the change of circumstances shall have rendered necessary, adverting to the reasoning contained in the second and third paragraphs of this Dispatch.

In either of these events, the stipend to be granted to the reputed son of Omdut-ul-Omrah should be diminished below the standard of that proposed for his Highness; and if the Government of Fort St George should be compelled to proceed by declaration, it will be proper that the stipend of Omdut-ul-Omrah's reputed son should be regulated by the general scale of allowance to be granted for the support of the other branches of Mahomed Ally's family.—I have, etc.

Fort William, 4th June 1801.

(Signed) WELLESLEY.

*P.S.*—Your Lordship will observe that the *reasoning* applied in this Dispatch to the reputed son of Omdut-ul-Omrah is *equally applicable to any person whom his Highness may nominate to the succession.* It does not appear probable that his Highness will make any other nomination than of his reputed son; but if he should proceed to any such act previously to his dissolution, the person whom he shall name his heir must be acknowledged, and a Treaty concluded with him on the conditions already specified.

W.

Along with the letter of 28th May to Lord Clive, there was sent a letter of the same date from the Governor-General to the Nabob, in which allusion in general terms is made to what had been "brought to light;" the determination which had been formed in consequence is expressed, and it concludes by stating—

Letter to the Nabob.

"I have communicated my final opinion to Lord Clive, with my positive directions to carry into effect without delay those arrangements which the nature of the case appears to me to require *for the security of the British interests in the Carnatic*. Lord Clive will enter into a full explanation of all the evidence which has been discovered at Seringapatam, and will also state to your Highness the purport of the instructions which have been received from me. I request your Highness to consider Lord Clive to be fully authorised by me to terminate the requisite arrangements; and under this view of the question, I trust that you will not expect from me any interruption to the course of those measures which I have judged to be indispensably necessary, and which I have directed Lord Clive to accomplish without further reference to my authority."

When this peremptory letter arrived, Omdut-ul-Omrah was labouring under his last illness; and upon a medical affidavit to the injury which would result from its communication, it was not delivered to his Highness, but its terms were obviously intended to indicate that it would no longer be of any use to offer that opposition to the proposals of the Company with which they had hitherto been so systematically, but most naturally, met by the Nabob and his advisers.

On 5th July Lord Clive reported to the Governor-General that the Nabob was not expected long to survive; and that, having been informed that means had been used to introduce armed men into the Nabob's Palace of Chepauk, he had judged it expedient to station some of the Company's troops at the Palace, "for the purpose of preserving order until an arrangement of the affairs of the Carnatic can be effected;" and that he had the satisfaction of informing his Lordship that the troops had taken their position, "without producing any commotion on the part of his Highness' family, dependents, or troops; and your Lordship may rely that every degree of conciliation and humanity, consistent with *the secure attainment of the ultimate object of this arrangement*, will be observed in the further communications with the Nabob, and with every part of his Highness' family."

Omdut-ul-Omrah died on the 15th July 1801. Immediately upon receipt of the intelligence, Lord Clive addressed the following written instructions to Messrs Webbe and Close for their instant attention:—

To J. WEBBE, Esq., and Lieut.-Col. CLOSE.

In consequence of the death of his Highness the Nabob Omdut-ul-Omrah, it is my earnest desire, founded on the instructions of his Excellency the Governor-General, that a complete adjustment of the affairs of the Carnatic should be made with the least practicable delay.

The nature of the evidence which has been obtained of the violation of the alliance by the Nabobs, Mahommed Ally and Omdut-ul-Omrah, *and the course of reasoning* upon the condition in which the family of their Highnesses has, by that discovery, been placed in relation to the British Government, are subjects so familiar to you, that any particular instructions from me with regard to the principles, or to the detailed considerations of the question, appear to be superfluous. It will be sufficient for me, therefore, to state that *the death of the Nabob has produced no change in the principles* by which it will be proper to regulate the conduct of the British Government towards the family of his Highness; but in the *application* of those principles to the actual state of affairs, I judge it to be of the *greatest importance to the national character, as well as the critical state of our affairs*, that the arrangement of the affairs of the Carnatic *should be adjusted by an amicable negotiation*.

I accordingly depute you to conduct this *negotiation*, and hereby authorise and empower you to exercise your own discretion, for the purpose of carrying into effect my intentions, and the instructions of his Excellency the Governor-General.

The officer commanding the forces at Chepauk will obey such orders as he may receive from you.—I am, etc.

(Signed) CLIVE.

Commissioners' Proceedings.

Messrs Webbe and Close immediately repaired to the Palace, where they were met by some of the principal persons in the service of the late Nabob. It is not of importance to enter upon all the details of what took place on this and subsequent days, but there are some passages in the Commissioners' Report of the proceedings which are extremely useful, as showing distinctly the object of the interviews, and nature and effect of the proposals which were made:—

July 15th, 1801.

Commissioners' Proceedings.

In conformity to your Lordship's instructions, we proceeded to the palace of Chepauk, having previously caused a message intimating our approach to be communicated through the channel of Lieut.-Col. McNeil to the principal officers of the late Nabob Omdut-ul-Omrah.

On our arrival at Chepauk, we were received by Najeed Khan, Tukhia Ally Khan, Kadir Nawas Khan, and Mr Thomas Barrett, who introduced themselves as the principal officers of the government of his Highness Omdut-ul-Omrah. Najeed Khan appeared to hold no distinct office, but to have been a companion of the family since the time of Anwar ul Deen Khan, and to have been consulted generally on all occasions of interest to the Nabob of the Carnatic. Tukhia Ally Khan was intrusted with the military affairs of the late Nabob. Kadir Nawas Khan superintended the general and internal departments of his Highness' government. But the most important part of his Highness' government, the administration of the revenues of the Carnatic, had been intrusted to the charge of Mr Barrett. As that branch of the Nabob's government affected more particularly than any other the rights and

Troops stationed in Palace to prevent disturbance.

Death of Omdut.

Instructions to Commissioners.

Carnatic Papers, 1802, p. 8.

interests of the Company, we judge it to be proper to explain to your Lordship that Mr Barrett is of the lowest tribe of native Portuguese, equally destitute of education, manners, and knowledge.

We inquired whether any particular arrangement had been made by the Nabob for the administration of the affairs of his government, in the event which had recently occurred; and having been informed that an authentic will, under his seal and signature, had been left by Omdut-ul-Omrah, we desired that it might be produced. Najeib Khan, who directed the conversation, made the usual Nabob's will, ap- objections, founded on the regency of the Nabob's death, on the necessity of allowing a sufficient in- pointing Ally terval of time for the ceremonies of the occasion, and on the decorum of postponing to open the will Hussain his suc- until the heir appointed should be at liberty, in conformity to the usual practice, to attend to the cessor, transaction of public business. We replied, that the British Government was aware of the prevailing usages observed by the professors of the Mahomedan religion on all ordinary occasions of this nature; that your Lordship could have no wish that those usages should be unnecessarily transgressed; but that the affairs of a great government, on which our request was founded, could not be regulated by the ordinary practice of individual families. Having in consequence been informed that the Nabob had appointed his reputed son (Fadj-ul-Omrah, commonly called Ally Hussain) to be his sole heir, we again urged the necessity of producing the will, and requested that the young man should be in- troduced to us. The Khans having retired to consider this demand, we learned, during a desultory conversation with Mr Barrett, that the Nabob Omdut-ul-Omrah had become acquainted with the in- tention of Hussain-ul-Mulk to employ an armed force at the Palace of Chepauk, for the accomplish- ment of his views at the expected termination of his Highness' life; that the measure of stationing a body of the Company's troops for the protection of the family had in consequence been entirely accept- able to his Highness, and (to use his own figurative expression) that the security derived from that arrangement had been the means of prolonging his Highness' life.

The Khans, having been joined by Mr Barrett, returned, assenting to our request; and after a short delay, the young man was introduced, with the will in his hand. The will, having been opened Hussain Ally in- and read by Kadir Nawas Khan, was found to be an authentic instrument, expressing in clear, dis- tinct, and explicit terms, the will of the Nabob Omdut-ul-Omrah, that his reputed son (Ally Hussain) Will exhibited. should succeed him in the possession of all his rights, possessions, property, and in the sovereignty of the Carnatic. The will also appointed Mahommed Najeib Khan, Salar Jung, and Tukhia Ally Khan, to assist the reputed son of Omdut-ul-Omrah in the administration of his affairs.

The will having been read, we excused ourselves to Ally Hussain for an intrusion which, although unseasonable, was indispensably necessary; and he immediately retired, returning expressions of civility.

On the departure of Ally Hussain, we requested a private conference with the two Khans only, Interview with who had been appointed by the will of Omdut-ul-Omrah to assist the counsels of his son. Khans.

The Khans were informed of the nature of the documents discovered at Ser- ingapatam, and some of the documents were produced. They expressed their surprise at the charge; pointed out the impossibility of its being true; and offered, upon being furnished with the evidence, to supply explanations and counter- proofs, upon which the Company might form a more correct judgment. It was not of course convenient to agree to such a proposition:—

“This discourse being apparently intended to confound the object of our deputation, we stated to Carnatic Papers, 1802. the two Khans, that in cases of *disputed points between independent powers* neither party could erect itself <sup>p. 10.</sup> into a judge of the conduct of the other party; that on those questions an appeal could be made only to the general practice of the nations of the world; and that such differences could only be decided by the means possessed by each party respectively to provide for its own security; that, with respect to the present case, the most abundant proofs were in the possession of the British Govern- ment, of the violation of the alliance between the Company and the late Nabob, and particularly of the express stipulations of the Treaty of 1792; that the British Government, being *satisfied of the suf- ficiency of those proofs, had no intention of constituting itself a judge* of the conduct of its ally; but that, being prepared to appeal, if necessary, to the established maxims of the public law of nations, it *had resolved to demand from the late Nabob, Omdut-ul-Omrah, satisfaction* for his violation of the alliance, *and security for its rights and interests* against the future operation of his Highness' hostile councils; and the indisposition, which had terminated in the death, of the Nabob Omdut-ul-Omrah, had pre- vented the execution of the Governor-General's orders for this purpose; and although his Highness' right to the *support and friendship* of the Company had been entirely cut off by his violation of the alliance, the British Government, being *still desirous of preserving the connection so long subsisting, would be disposed to extend those sentiments to the reputed son of Omdut-ul-Omrah, if an adequate security could be established for the rights of the Company in the Carnatic, through the channel of an amicable adjustment.*”

After some further conversation, and the day being advanced, the Commissioners took their leave, assuring the Khans, “in the most unequivocal terms, that *on the answer* which they intend to give to our proposition *would depend whether the British Government would acknowledge the claims of the reputed son of the late Nabob Omdut-ul-Omrah to the support of the Company, or whether the British Government should proceed to take such measures as it might deem to be expedient for the security of its rights and interests in the Carnatic.*”

*Ibid.*, p. 11.

Another meeting took place on the following day; and after some preliminary communings, the Report contains this most important passage, which may with all confidence be said to contain the elements for removing every difficulty felt by the Directors of the Hon. Company on the subject of the claims of his present Highness Prince Azeem Jah:—

“We proceeded accordingly to state to the Khans the *inconveniences* which had been experienced from the effects of a *divided government*; the difficulty of applying, under such a system, the resources of the Carnatic to the exigencies of the public service: and the impossibility of introducing a regular

*Ibid.*, p. 12.

form of internal government, until the defects of the existing system should be corrected. We then informed the Khans, that the only remedy applicable to the errors of the present government of the Carnatic, was the substitution of one permanent authority, in lieu of the fluctuating authority which had hitherto subsisted; that the appropriation of the resources of the Carnatic, during the government of the Nabob, and under the pressure of actual war, had been found from experience to be incompatible with the objects of the alliance; and therefore *the only adequate security for the right and interest of the British Government in the Carnatic against the dangers with which they have been menaced, was the entire and exclusive administration of the civil and military government of the Carnatic.* We accordingly informed the Khans, that *this condition would form the basis of the arrangement which it was our intention to propose to them.* Najeeb Khan observed, that such a proposition was calculated to frustrate the professed object of the arrangement; for, if the entire government of the Carnatic should be transferred to the hands of the Company, *the station of Nabob of the Carnatic would be annihilated.* We replied to the Khans, that the condition now proposed actually existed in the Treaties of 1787 and 1792: and that, although the entire civil and military government of the Carnatic had been transferred under the operation of that condition to the exclusive administration of the Company, no doubt was entertained that *the rank and dignity of Mahommed Ally and Omdut-ul-Omrah, as the Nabobs of the Carnatic, had been preserved:* we therefore drew this conclusion, *that the RANK AND DIGNITY OF THE NABOB OF THE CARNATIC COULD NOT BE INJURED BY EXTENDING THE OPERATION OF THAT CONDITION;* and that the object of proposing an amicable adjustment, instead of proceeding to exercise the rights acquired by the British Government, was *manifestly founded on the desire of preserving to the family the rank, dignities, and splendour of the Nabobs of the Carnatic.* The Khans admitted this argument to be conclusive: but, without coming to any determination on the fundamental proposition stated by us, appeared to be desirous of knowing the general outline of the arrangement which it was in the contemplation of the British Government to establish. We thought it expedient to satisfy, by describing the principal parts of the plan intended by your Lordship and by the Governor-General, in the event of an amicable adjustment of affairs; but we apprised the Khans, at the same time, that the intended arrangements, with respect to the family affairs and dependents of Omdut-ul-Omrah, would be regulated by the acceptance or rejection of the *fundamental proposition;* for in the one case the British Government would be at liberty to consult the dictates of moderation, liberality, and friendship, but in the other case it would be compelled to adopt such measures of precaution for the security of its rights and interests as the hostile conduct of Omdut-ul-Omrah had justified, and as would be rendered necessary by the perseverance of his reputed son in the spirit of those councils."

Interview with  
Ally Houssain.

Some further conversation ensued, and an appointment was made for an interview with Ally Houssain. This interview did not take place till two days later, when the Khans having withdrawn, the young man stated with much anxiety that he had been deceived by them.

*Ib.* p. 19.

"The entire substance of the conferences was recapitulated to Ally Houssain, the nature of the proofs of the violation of the alliance was distinctly described, and the extent of the security required by the British Government concisely explained." The young Prince, after a desultory conversation of some length, at last proposed "That a Treaty should be prepared by us," upon the basis of vesting the entire civil and military government of the Carnatic in the hands of the Company; and stated that he would be ready to execute the instrument, with or without the consent of the Khans, at another separate conference, which was appointed for the next day.

Ally Houssain declines proposals.

At the interview, however, held upon the following day, Ally Houssain withdrew his acquiescence. He was conveyed to a tent to meet with Lord Clive, apart from his attendants and advisers, where he stated that he considered it to be totally incompatible with his interests and honour to accede to the proposition on the basis of which he had agreed to conclude the Treaty. He was remonstrated with, and informed that "*the alternative choice was either to become the acknowledged Nabob of the Carnatic, or one of the many pensioners dependent on the bounty of the Company;*" and the suspicion was expressed, that he might be influenced in his determination by interested persons, who "would be desirous of sacrificing *the permanent interests and honour of his family* to the attainment of their immediate advantage" (implying that the subscription to the Treaty would secure the interests and honour of the family in permanence); and after being interrogated whether he clearly understood the consequences of his determination, Lord Clive, "with concern for himself" individually, now apprised him that his future situation would be that of a private person hostile to the British interests, and dependent on the bounty of the Company. This declaration Ally Houssain received with a degree of composure and confidence which denoted that he acted from no impression of fear; and a smile of complacency which appeared on his countenance throughout this discussion, denoted an internal satisfaction at the line of conduct he was pursuing."

*Ib.* p. 20

Negotiation opened with Azeem ul Dowlah.

The negotiation being thus closed on the part of Ally Houssain, Lord Clive directed the Commissioners to open, if possible, a negotiation with Prince Azeem ul Dowlah, the son of Ameer ul Omrah, and grandson of Mahommed Ali.

*Ib.* p. 22.

"Endeavours were accordingly used to establish a communication with him; but it was found that so strict a watch had been established over him by the adherents of Omdut-ul-Omrah, that no means appeared to be practicable for opening a private communication with him; while any attempt to effect it by open means appeared liable to the serious objection of precipitating the fate of the young Prince. July 22d.—In this situation of things, it was reported to your Lordship by the officer commanding the troops at Chepauk that Najeeb Khan and Tukhia Ali Khan had already performed the ceremony of installing Ally Houssain in a private manner on the Musnud of Arcot, and that they had resolved to instal him in a public manner on the following day. Your Lordship resolved to prevent a measure calculated to produce immediate commotion in the provinces of the Carnatic;" for which purpose, the troops already commanding the entrance took possession of the Palace, removed all the guards of the late Nabob, and placed a guard of honour about Azeem ul Dowlah, by which means Lord Clive's object of communication with him was secured. The objects of the Company were speedily

explained to him, and the conversation had, at the interview which took place, “ ended in a declaration of the Prince Azem ul Dowlah of his acknowledgment of the right acquired by the Company Azem agrees to under the discovery made at Seringapatam, and of *his readiness to afford, in the event of his elevation to stipulations, the Musnud, that satisfaction and security which your Lordship and the Governor-General had deemed to be* *th.*, p. 23. *necessary to the PRESERVATION of our interests in the Carnatic.* Having accordingly described to the Prince the entire outline of the arrangement proposed for the settlement of the affairs of the Carnatic on the basis of this proposition, it was agreed the arrangement should be prepared in the form of a Treaty, to be discussed at an interview appointed for the next day.”

Accordingly, upon the following day a meeting was held, at which the Com-Treaty adjusted. missioners produced the draft of the Treaty, the terms of which were then discussed and adjusted.

In concluding our report of this conference (the Commissioners say), we cannot omit to state to *Ib.*, p. 23. your Lordship the impression made on our minds by the decorous deportment, moderation, and good sense by which Azem ul Dowlah distinguished himself upon his sudden elevation from a state of penury and wretchedness to the possession of princely magnificence, honours, and rank. July 26th. —This morning we had the satisfaction of presenting his Highness the Prince Azem ul Dowlah in a formal manner to your Lordship, and of subsequently conducting him as the ostensible future Nabob of the Carnatic to the Ameer Baugh, the residence of his Highness' father, the late Ameer ul Omrah.

On the following day (27th July), Lord Clive addressed a Dispatch to the Lord Clive reports Governor-General detailing what had taken place. This letter, recapitulating to Governor-General various circumstances, bore that the object which the Company had in view, and *Ib.*, p. 70. for which it deemed itself warranted in exercising an act of power, was the attainment of an adequate security for its rights and interests in the Carnatic. After mentioning the failure of the negotiation with Ally Houssain, and that the attainment of an adequate security through him had been rendered impracticable under his Lordship's last instructions, Lord Clive adds,—

“ But the spirit of your Lordship's provisional orders, under date the 26th of March 1800, is *Ib.*, p. 72. still applicable to the actual circumstances in which the affairs of the Carnatic have now been placed. Considerations independent of those connected with our external relations are suggested by the *state of our domestic affairs.* The rebellion in the Southern Provinces has assumed a more formidable aspect than could have been expected; and although the force assembled is, I trust, sufficient for the suppression of it, the movement of troops required for that purpose has unavoidably so reduced the appointed force of the provinces, as to render extremely *inconvenient any measure calculated to augment the number of disaffected persons.*”

After alluding to the propriety of conciliating the affections of the Mussulmen, Lord Clive goes on to say that,

“ *Every consideration of our general policy of expediency with respect to our external relations, and of prudence* *Ib.*, p. 73. *with regard to our internal tranquillity, requires, in my judgment, that the actual establishment of our security, on the basis of right to exercise the entire civil and military government of the Carnatic, should be accompanied by the gracious and conciliatory measure of establishing a branch of the house of Mohammed Ally in a degree of rank and splendour suited to its long subsisting connection with the Company, and consistent with the actual circumstances of the Carnatic.*”

Lord Clive then proceeds to mention that he had opened a negotiation with Azem ul Dowlah, and that he had the honour of acquainting his Lordship that the negotiation had been brought to a successful determination; and he enclosed the draft of the Treaty which Azem ul Dowlah had bound himself to execute formally.

Here, perhaps, the inquiry may not unnaturally be made,—If the Company had power to raise to the Musnud of the Carnatic Prince Azem ul Dowlah, instead of the person who was considered and transacted with as the rightful heir, was there any reason why the Company should not have declined to raise any person whatever to the throne; for, if they had the power to select the person who was to succeed, had they not equally the power to deny the claim of every one, and so to assume into their own hands every right and title which the Nawaubs formerly held? And this observation may not, at first sight, seem to be so entirely destitute of reason, as it will immediately be shown to be, when it is considered what was the position in which Azem ul Dowlah was found. His father, Ameer ul Omrah, the second son of Mahomed Ali, had been, as already stated, the favoured son of his father, whose wish was, that he should succeed him in the sovereignty. When he died does not appear; but at his death, Mahomed Ali had taken possession of his property, which was very large. What at that time was done with the boy is not any where stated; but it is not improbable that, upon his grandfather's death, Azem was, if not thrown into confinement, at least

kept under strict surveillance. At all events, at the death of Omdut, he was found in a hovel in great indigence, and in custody of the Nabob's guards. Whatever may have been the thoughts of other people, he had not himself apparently raised his eyes to the throne, and could in no sense have been considered to be a claimant to the vacant Musnud, for his subsequent elevation to which he uniformly afterwards expressed his deepest gratitude to the Company. Why, then, was he elevated?

The answer is obvious.

Reasons why they could not.

(1.) In the first place, it is by no means clear that the Company could have ventured at that time to carry out into execution, at least undisturbed, such an act of power as *depriving the country of its constitutional Head*. This is partly shown by what is stated in the above Dispatch; but what is there stated was merely a portion of the difficulties into which they would necessarily have been plunged by such an exercise of power. To have suppressed the Nabobship would at once have been to have aroused the hostility, not merely of all the Princes of the blood-royal, but of the whole native population of the Carnatic; and the fires of revolt would, at the call of some chief, have burst out in every district of the province. Not only so: but it would at once have brought into the field some of the great native powers, such as the Malharrattas, who would naturally have foreseen in such an act a blow struck which was ultimately to reach themselves. The British Government would, therefore, have been immediately involved in an alarming, and, perhaps, fatal war, where they would necessarily have been deprived, from the nature of the case, of all native support.

(2.) But such a proceeding would have been a direct outrage upon those laws by which nations are regulated in their dealings with each other. Even admitting, to the fullest extent, that the correspondence with the Sultan of Mysore had indicated the most perverse hostility to the British power, the whole extent to which that could properly have gone, would only have been to have terminated the alliance; and certainly, in no point of view, would it, according to ordinary usages, have even terminated that alliance without a previous demand for explanations. But, in the circumstances as they stood, the English Company could not have been justified in venturing upon such a flagrant act as stamping out the kingly name and dignity of their ally without doing an act of outrage and iniquity which would have involved the British name in universal infamy; and it is clear enough, even from the papers in this case, that the Company were fully alive to the importance of maintaining their credit with the native powers, and even before the whole world.

(3.) But the abolition of the Nabobship was not in the least one of the objects for which the Company were desirous. In the whole course of their voluminous correspondence, such an idea never escapes them. The object which they had in view was, as has been again and again stated, simply the attainment of a proper security for the interests which they had created for themselves in the Carnatic. To attain this end, they had even stretched a point. But if they succeeded in obtaining the elevation of one willing to make concession of their demands, they insured, in the first place, the attainment of their object, with every appearance at least of lawful authority; and, in the next place, they avoided the dangers which any act of usurpation or of violence would necessarily have occasioned. Hence it was that the Company resolved to lend its "assistance" to elevate Azeem ul Dowlah, who had declared himself willing to accede to their demands; and the very circumstance of the condition in which he was, and of his being no claimant to the throne, was all the stronger inducement, inasmuch as, by every feeling of gratitude, he would necessarily be tied all the more strongly to the Company.

What was done.

The case being thus relieved of the consideration of what *might* have been done, it is brought back to the consideration of what in point of fact *was* done. And reserving observations to an after stage, what followed, as appearing from the Dispatches and other documents, will now be presented: from which it will be seen that the succession having been gently "sided" on to another branch of the family, Azeem ul Dowlah succeeded to the sovereignty of the Carnatic, and acquired the whole rank, title, and status which to the Nawabhs had previously belonged.

Azeem succeeds to the full Sovereignty of the Carnatic.

Installation.

The installation of Azeem ul Dowlah took place with the usual ceremonies on the 31st day of July 1801. Upon the same day the Treaty was formally signed. It was in substance the same as the draft which had been transmitted by the Governor-General to be adjusted with the late Nawab, Omdut-ul-Onmrah. The arrange-

ment and expression of the Articles were slightly altered; but the only material differences upon the Treaty were what necessarily arose out of Azeem ul Dowlah's accession. In ordinary circumstances, it is not usual in a treaty between two powers to introduce acknowledgments or guarantees, by one of them, of the other's rank or succession. In the present case, however, the condition upon which the Prince had agreed to subscribe the Treaty, necessitated a clause of guarantee by the Company, and some mention, consequently, of the circumstances in the preamble. The following is the Treaty as so signed, the new clauses referred to being indicated by brackets :—

TREATY FOR SETTLING THE SUCCESSION to the SUBAHDARRY of the Territories of Arcot, and for *Treaty of 1801.*  
*resting the Administration* of the Civil and Military Government of the Carnatic Payen Ghaut in  
 the United Company of Merchants trading to the East Indies.

WHEREAS the several treaties which have been concluded between the United Company of Merchants of England trading to the East Indies, and their Highnesses, heretofore Nabobs of the Carnatic, have been intended to cement and identify the interests of THE CONTRACTING PARTIES; and whereas, in conformity to the spirit of the alliance, the said Company did, by the Treaty concluded on the 12th of July 1792, with the late Nabob Walajah, relinquish extensive pecuniary advantages acquired by the previous Treaty of 1787, with the view and on the condition of establishing a more adequate security for the interests of the British Government in the Carnatic; and whereas subsequent experience has proved that the intention of THE CONTRACTING PARTIES has not been fulfilled by the provisions of any of the treaties heretofore concluded between them: and whereas the musnud of the subahdarry of the territories of Arcot has now become vacant: and whereas the right of Prince Azeem ul Dowlah Behauder *founded upon the hereditary right of his father the Nawab Ameer ul Omrah Behauder, to succeed to the rank, property, and possessions of his ancestors, heretofore Nawabs of the Carnatic, has been acknowledged* by the English East India Company: and whereas the said Company, and his said Highness the Prince Azeem ul Dowlah Behauder, have judged it expedient that a new Treaty shall, at this time, be executed, for the purpose of *supplying the defects* of all former engagements, and of ESTABLISHING THE CONNECTION BETWEEN THE SAID CONTRACTING PARTIES ON A PERMANENT BASIS OF SECURITY IN ALL TIMES TO COME: wherefore the following Treaty is now established and concluded by the Right Honourable Edward Lord Clive, Governor in Council at Fort St George, by and with the sanction and authority of his Excellency the Most Noble the Marquis Wellesley, K. P., Governor-General in Council of all the British Possessions in the East Indies, on behalf of the said United Company, on the one part; and by his Highness the Nabob Walajah Ameer ul Omrah Mader ul Mulk Ameer ul Hind Azeem ul Dowlah Behauder Showkut Jung Sepah Salar, Nabob Subahdar of the Carnatic, on his own behalf, on the other part, for *settling the succession to the subahdarry of the territories of Arcot, and for vesting the administration of the civil and military government of the Carnatic in the United Company of Merchants of England trading to the East Indies.*

ARTICLE I. *The right of the Nabob Azeem ul Dowlah Behauder, to succeed to the state and rank, and the dignities dependent thereon, of his ancestors, heretofore Nabobs of the Carnatic, is hereby formally acknowledged and guaranteed* by the Honourable East India Company to his said Highness Azeem ul Dowlah Behauder, *who has accordingly succeeded to the subahdarry of the territories of Arcot.*

ARTICLE II. *Such parts of the Treaties heretofore concluded between the said East India Company and their Highnesses, heretofore Nabobs of the Carnatic, as are calculated to strengthen the alliance, to cement the friendship, and to identify the interests of the contracting parties, are hereby renewed and confirmed,* and accordingly the friends or enemies of either are the friends and enemies of both parties.

ARTICLE III. The Honourable Company hereby charges itself with the maintenance and support of the military force necessary for the defence of the Carnatic, and for the protection of the rights, person, and property of the said Nabob Azeem ul Dowlah Behauder; *and with the view of reviving the fundamental principles of the alliance between his ancestors and the English Nation,* the said Nabob Azeem ul Dowlah stipulates and agrees, that he will not enter upon any negotiation or correspondence with any European or Native power, without the knowledge and consent of the said English Company.

ARTICLE IV. It is hereby stipulated and agreed, that the sole and exclusive administration of the civil and military governments of all the territories and dependencies of the Carnatic Payen Ghaut, together with the full and exclusive right to the revenues thereof (WITH THE EXCEPTION of such portion of the said revenues as shall be appropriated for the maintenance of the said Nabob and for the support of his dignity), shall be *for ever* vested in the said English Company; and the said Company shall accordingly possess the sole power and authority of constituting and appointing, without any interference on the part of the said Nabob, all officers for the collection of the revenues, and of establishing courts for the administration of civil and criminal judicature.



ARTICLE V. It is hereby stipulated and agreed, THAT ONE-FIFTH PART OF THE NET REVENUES OF THE CARNATIC SHALL BE ANNUALLY ALLOTTED FOR THE MAINTENANCE AND SUPPORT OF THE SAID NABOB AND OF HIS OWN IMMEDIATE FAMILY, including the Mahal to his Highness the Ameer ul Omrah. The said fifth part shall be paid by the Company, in monthly instalments of twelve thousand Star Pagodas; and whatever circumstance may occur, affecting the net revenues of the Carnatic, the said instalments shall not be less than twelve thousand Star Pagodas. Whatever balance of the said fifth part may remain due at the expiration of each year, shall be liquidated upon the settlement of the accounts, and the said fifth part shall be at the free disposal of the said Nabob, consistently with the principles of the said alliance.

ARTICLE VI. The fifth part of the revenues, as stated in the preceding article, shall be calculated and determined in the following manner, viz.: all charges, of every description, incurred in the collection of the revenues, the amount of the Jaghire lands, stated in the ninth article in the Treaty of 1787 at Star Pagodas 2,13,421, and the sum of Pagodas 6,21,105, appropriable to the liquidation of the debts of the late Mahomed Ally, shall, in the first instance, be deducted from the revenues of the Carnatic; and after the deduction of those three items shall have been made, one-fifth part of the remaining net revenue (including the Polygar Peshcush, which shall always be calculated at the sum of 2,64,704 Star Pagodas 20 Fanams 26 Cash, according to the Treaty of 1792) shall be allotted for the maintenance of the said Nabob, and for the support of his Highness' dignity.

ARTICLE VII. Whereas it was stipulated by the fourth article of the Treaty of 1792, that the sum of six lacks twenty-one thousand one hundred and five Star Pagodas should annually be applied to the discharge of certain registered debts, due by the late Nabob Mahomed Ally to his private creditors, under agreements concluded between his Highness and the Honourable Company, and guaranteed by the Parliament of Great Britain, until the said registered debt should be liquidated, the Honourable English Company, accordingly, hereby charges itself with the annual payment of 6,21,105 Pagodas from the revenues of the Carnatic, until the remainder of the said registered debt shall be liquidated.

ARTICLE VIII. Whereas certain debts are due to the said Company by the ancestors of the said Nabob; and whereas it is expedient, in order that the present Treaty may include a complete arrangement of all affairs depending between the said Company and the said Nabob, that an adjustment should be made of the afore-mentioned debts, wherefore the said Nabob formally and explicitly acknowledges the debt, commonly called the Cavalry Loan, amounting, with its interest, to 13,24,342 Star Pagodas 6 Fanams 47 Cash, and also the portion of the registered debt heretofore paid by the said Company to the creditors of the late Nabob Walajah (according to the annexed Schedule), to be just debts; and whereas, exclusively of the above-mentioned debts, other unadjusted debts also remain, which were referred to the adjustment and decision of the Governor-General in Council of Bengal; and whereas the said unadjusted debts have not been determined according to that intention, the said Nabob hereby engages, that whenever the said determination shall be made, his Highness will acknowledge to be a just debt the amount of the balance which shall be so declared to be due to the said Company. It is not, however, the intention of this article to cause any diminution from the fifth part payable to the said Nabob; but, on the contrary, it is specified, that no deduction shall be made from the revenue, on any account whatever, excepting the three items stated in the sixth article, previously to the determination of his Highness' proportion.

ARTICLE IX. The English Company engages to take into consideration the actual situation of the families of their Highnesses the late Nabobs Walajah and Omdut-ul-Omrah Behauder, as well as the situation of the principal officers of his late Highness' Government; and the British Government shall charge itself with the expense (chargeable on the revenues of the Carnatic) of a suitable provision for their respective maintenance. The amount of the above-mentioned expenses, to be defrayed by the Company, shall be distributed, with the knowledge of the said Nabob, in such a manner as shall be judged proper.

ARTICLE X. *The said Nabob Azcem ul Dowlah Behauder shall, in all places, on all occasions, and at all times, be treated with the respect and attention due to his Highness' rank and situation, as an ally of the British Government; and a suitable guard shall be appointed from the Company's troops for the protection of his said Highness' person and palace.*

ARTICLE XI. The entire defence of the Carnatic against foreign enemies, and the maintenance of the internal tranquillity and police of the country, having been hereby transferred to the British Government, his said Highness engages not to entertain or employ in his service any armed men without the consent of the British Government, who will fix, in concert with his Highness, the number of armed men necessary to be retained for purposes of State. Such armed men as his Highness may, in consequence of this article, engage in his service, shall be paid to the exclusive cost and charge of the said Nabob.

ARTICLE XII. The Honourable East India Company shall, in conformity to the stipulations of this Treaty, enter upon the exclusive administration of the civil and military government of the Carnatic, on the 31st day of July 1801; and his said Highness the Nabob shall issue orders to all his civil and military officers, to transfer the district or districts under their respective charge to such persons as shall be appointed by the said Company to manage the said districts, and also to deliver to the persons appointed all records, accounts, and official papers, belonging to their respective Cutcherries or offices.

This Treaty, consisting of twelve articles, having been executed by Edward Lord Clive, Governor in Council aforesaid, on the one part, and his Highness Azcem ul Dowlah on the other part, is hereby mutually interchanged; the said Edward Lord Clive engaging that a copy of the said Treaty shall be transmitted to Fort William, for the purpose of being ratified by his Excellency the Most Noble the Marquis Wellesley, Governor-General in Council; and that, as soon as the ratified Treaty shall be received from Bengal, it shall be delivered to his said Highness, who will then return to his Lordship the copy which he now receives.



In the hand-writing of Azeem ul Dowlah—

(God is Gracious.)

I, Azeem ul Dowlah, having perused and fully comprehended the several articles of the above Treaty, have approved and consented to the whole of the said articles. In witness whereof I affix my proper signature ;

{ The Beiz of  
{ AZEEM UL DOWLAH. }

#### SEPARATE AND SECRET ARTICLE.

Whereas his Highness the Nabob Azeem ul Dowlah, by the 8th Article of the Treaty now concluded, has acknowledged the debt called the cavalry loan, due by his Highness' family to the said Company, amounting to pagodas ; and whereas no account has been yet taken of the public treasure of the late Government, it is stipulated and agreed, that his Highness the Nabob Azeem ul Dowlah shall immediately enter upon an investigation of the state of the public accounts and treasure ; and that if, in communication with the British Government, the said treasure shall be found adequate to the purpose, a portion of it shall be immediately applied to the entire liquidation of the said debt called the cavalry loan, in ready money.

In the hand-writing of Azeem ul Dowlah—

(God is Gracious.)

I approve and consent to this separate and secret article. In witness whereof I affix my proper signature ;

{ The Beiz of  
{ AZEEM UL DOWLAH. }

Of the same date the following proclamation was issued, which is extremely valuable as an exponent of the Treaty :—

COPY OF ORDERS published to the Settlement of Fort St George, dated 31st July 1801, relative to the Treaty between the COMPANY and AZEEM UL DOWLAH.

*Revenue Department.*

#### PROCLAMATION.

Proclamation.

I. Whereas the object of the connection subsisting between the Honourable Company and their Highnesses, heretofore Nabobs of the Carnatic, was intended to cement the union and alliance between the contracting parties, and to establish, on a solid foundation, the security and rights of the said contracting parties in the territories of the Carnatic ; and whereas the several engagements concluded for that purpose *have failed to answer the intention of the contracting parties*, whereby the form of government throughout the provinces of the Carnatic has been subjected to changes injurious to established opinions, to general confidence, and to permanent prosperity ; and *whereas the Musnud of the subahdary of the territories of Arcot having become vacant*, his Highness the Nabob Walajah Ameer ul Omrah, Madar ul Mulk, Ameer ul Hind, Azeem ul Dowlah, Shewkul Jung Sepah, Salar Anweer ud Deen Khan Behauder, *has succeeded by the hereditary rights of his father, and by the full acknowledgment of the Honourable Company, to the possession of the said Musnud* : wherefore his said Highness the Nabob Azeem ul Dowlah Behauder, and the said Company, being *desirous of correcting such errors* as have been heretofore introduced into the government of the Carnatic, and of *supplying the defects of all former engagements* between the said contracting parties ; and being also anxious to give full vigour and efficiency to the government of the Carnatic, with a view to fix the rights of the people and the interests of the state on a broad and stable foundation, *have mutually, and of their own accord, agreed*, by a Treaty bearing date the 31st of July 1801, that all former provisions for securing a partial or temporary interference on the part of the Honourable Company in the government, or in the administration of the revenues of the Carnatic, shall be entirely annulled ; and that, *in lieu thereof, a permanent system* for the collection of the revenue, and for the administration of civil and criminal judicature, under the sole and undivided authority of the Honourable Company, shall be established throughout every village, purgunnah, and province, of the entire territories of the Carnatic.

II. Now proclamation is hereby accordingly made to all Zemindars, Jaghiredars, Talookdars, Polygars, Cavilgars, and inhabitants of every description of the Carnatic, that the Honourable Company have, by the Treaty above mentioned, acquired a perfect right to ascertain, determine, and establish rights of property, to fix a reasonable assessment upon the several purgunnahs and villages of the Carnatic, and to secure a fixed and permanent revenue, to be collected and accounted for by such officers as shall from time to time be appointed for that purpose by the said Company. And it is further published and declared, that the said Company have also acquired a perfect right to establish courts for the due administration of civil and criminal judicature, under the sole authority of the said Company, which said courts shall be conducted by officers to be appointed from time to time by the said Company, under such ordinances and regulations as shall from time to time be enacted and published by the Governor in Council of Fort St George.

III. And whereas his said Highness the Nabob Azeem ul Dowlah Behauder has divested himself, by the Treaty above mentioned, of all control, authority, or interference in the collection of the revenue, or in the administration of civil and criminal judicature : wherefore all Zemindars, Jaghiredars, Talookdars, Polygars, Cavilgars, and inhabitants of the Carnatic, are hereby required to take notice of the same accordingly. And it is hereby further proclaimed and declared, that the engagement now entered into between the contracting parties for the purposes above mentioned, are unconditional, and *liable to no change whatever*. Therefore the said Zemindars, Jaghiredars, Talookdars, Polygars, Cavilgars, and inhabitants of the Carnatic, are required to take notice, that the right and power of fixing and collecting the revenue, as well as of administering civil and criminal judicature throughout the provinces, purgunnahs, and villages of the Carnatic, are vested in the said Company alone, *as long as the sun and moon shall endure*.

IV. Wherefore all Zemindars, Jaghiredars, Talookdars, Polygars, Cavilgars, officers, and inhabitants of the Carnatic, are severally and collectively required, *by virtue of the rights and powers acquired to the said Company by compact with the present lawful Nabob of the Carnatic*, his Highness the Nabob Azem ul Dowlah Behauder, to yield due obedience to such officers as may be appointed, and to such ordinances or laws as may be enacted by the said Company alone, for the administration and government of the territories of the Carnatic, and in all time to come.

V. Although the Right Honourable the Governor in Council trusts that the experience which the inhabitants of the Carnatic have already had, will have rendered it unnecessary for his Lordship to explain the general principles of moderation, justice, protection, and security, which form the characteristic features of the British Government; yet his Lordship, in accepting the sacred trust transferred to the Company by the present engagements, invites the people of the Carnatic to a ready and cheerful obedience to the authority of the Company, in a confident assurance of enjoying, under the protection of public and defined laws, every just and ascertained civil right, with a free exercise of the religious institutions and domestic usages of their ancestors.

By order of the Right Honourable  
the Governor in Council.

(Signed) J. WEBBE,  
*Chief Secretary to Government.*

Fort St George, 31st July 1801.

A declaration of what had taken place was also, of the same date, subscribed and transmitted to the Governor of Bombay, the Governor of Ceylon, and to the Residents at Poonah and Hydrabad. The following is the letter which was addressed on that occasion to the last mentioned:—

Vol. I. p. 67

To Captain J. A. KIRKPATRICK, Resident at Hydrabad.

SIR.—I am directed by the Right Honourable the Governor in Council to inform you that his Highness the Nabob Omdut-ul-Omrah, Nabob Subahdar of the Carnatic, died on the 15th ultimo at this place.

Previously to that event, it was the intention of his Lordship in Council, founded on the instructions of the Governor-General in Council, *to have demanded from his Highness a more adequate security for the British interests in the Carnatic, rendered necessary by the discovery of a flagrant violation of the ties of amity and alliance on the part of their late Highnesses the Nabob Mahomed Ally and the Nabob Omdut-ul-Omrah.* This intention was suspended at the time it became expedient for the Governor in Council to make the demand, by the continued state of debility of the Nabob Omdut-ul-Omrah: and at length frustrated by his Highness' demise.

This demand for satisfaction and security having been peremptorily refused by Tadj-ul-Omrah, the reputed son *and heir appointed by the will of the Nabob Omdut-ul-Omrah*, the Governor in Council has been compelled to exercise the rights acquired by the British Government, under the discovery of his Highness' faithless conduct, for the purpose of guarding the rights of the Company against the hostile councils which appear to have been transmitted, with testamentary care, to the appointed successor of that Prince.

In proceeding to exercise these rights, the Governor in Council would have felt great concern at the necessity of publishing all the humiliating proofs of the faithless and hostile conduct of these ancient allies; and although his Lordship in Council has been compelled by the persistence of the Nabob Omdut-ul-Omrah's reputed son, in the spirit of his father's councils, to reject his claims *to the support* of the British Government, founded on the intended obligations of the Treaty of 1792, of which the vital spirit and express stipulations have been annihilated, I have much satisfaction in acquainting you, by command of the Governor in Council, that his Lordship has been enabled, *by a Treaty concluded on the 31st ultimo, to revive the alliance between the Company and this illustrious family*, and to establish the British rights and interests of the Carnatic on the solid foundation of territorial security.

The course of these events is particularly described in a Declaration of which I have the honour of transmitting a copy for your information, and am directed to refer you to that paper for the grounds of the measure adopted by this Government, in the event of any explanation on this subject being required from you by the Court of Hydrabad.

I have the honour of adding, that his Highness the Nabob Wallajah Amur ul Omrah, Madar ul Mulk, Ameer ul Hind, Azem ul Dowlah, Showkeet Jung, Separ Salah, Anweer o deen Khan Bahadar, was installed on the 31st ult., as Nabob Subahdar of the Carnatic, on the Musnud of his ancestors, with every practicable degree of splendour and of public respect from the British Government.—I have, etc.,

(Signed) J. WEBBE,  
*Chief Secretary of Government.*

Fort St George, 31st July 1801.

Declaration. The Declaration referred to the long and intimate alliance which had subsisted, the treaties which had been contracted, the correspondence which had been discovered, the deductions which were drawn from it, winding up with

1802. Papers p. 41. "The Nabob Mahomed Ally and the Nabob Omdut-ul-Omrah have violated the said stipulations, and have thereby forfeited all the benefits of the said alliance; and the Nabob Mahomed Ally and the Nabob Omdut-ul-Omrah having violated the said stipulations for the express purpose of establishing an union of interests with Tippoo Sultan, thereby placed themselves in the condition of *public enemies* to the British Government in India."

The Declaration then proceeds in the course of reasoning which had been resolved upon, and expresses that, in proceeding to exercise the rights imagined to arise, "it was painful to the British

Government to be compelled to expose to the world all these humiliating proofs of the ingratitude and treachery of the Nabobs;" but that the British Government was desirous of consulting its own dignity, and had intended to have made formal communication to the late Nabob of the proofs of his breach of the alliance, "with the view of obtaining a satisfactory security for the rights pledged to the Company in the Carnatic."

It then proceeds to argue that the reputed son of Omdut-ul-Omrah had "succeeded to the condition of his father," which condition was that of a public enemy; but that, in pursuance of the principles by which the British Government had been actuated, it had been within his power "to form, by means of an amicable adjustment, that satisfaction and security which the hostile and faithless conduct of his supposed father had entitled the British Government to demand, and which the dictates of prudence and self-defence compelled him to require. Then mentioning that he had opposed a determined resistance to this demand, it concludes:—

Frustrated in the hope of obtaining from the reputed son of the Nabob Omdut-ul-Omrah reparation for its injuries and security for its rights, the British Government is now reluctantly compelled to publish to the world the proofs of this flagrant violation of the most sacred ties of amity and alliance by the Nabobs Mahomed Ally and Omdut-ul-Omrah, and the hereditary spirit of enmity manifested by the reputed son of Omdut-ul-Omrah to the interests of the British Government. The duty and necessity of self-defence require the British Government, under the circumstances of this case, to exercise its power in the attainment of an adequate security for its rights; justice and moderation warrant that the family of Omdut-ul-Omrah shall be deprived of the means of completing its systematic course of hostility; wisdom and prudence demand, that the reputed son of Omdut-ul-Omrah shall not be permitted to retain possession of resources dangerous to the tranquillity of the British Government in the peninsula of India.

Wherefore the British Government, still adhering to the principles of moderation, and actuated by its uniform desire of obtaining security for its rights and interests in the Carnatic, by an arrangement founded on the principles of the long subsisting alliance between the Company and the family of the Nabob Mahomed Ally, judged it expedient to enter into a negotiation for that purpose with the Prince Azeem ul Dowlah Behauder, the son and heir of Azeem ul Omrah, who was the second son of the Nabob Mahomed Ally, and the immediate great-grandson by both his parents of the Nabob Anwer ud Deen Khan, of blessed memory. And his Highness the Prince Azeem ul Dowlah Behauder having entered into engagements for the express purpose of reviving the alliance between the Company and his illustrious ancestors, and of establishing an adequate security for the British interests in the Carnatic, the British Government has now resolved to exercise its rights and its power, under Providence, in supporting and establishing the hereditary pretensions of the Prince Azeem ul Dowlah Behauder in the *Soubahdary* of the territories of Arcot, and of the Carnatic Pagan Ghaut.

Mr Kirkpatrick's answer was dated 21st August.

JOSEPH WEBBE, Esq., Chief Secretary of Government, Fort St George.

1803. Papers, p. 68.

SIR,—I have the honour to acknowledge the receipt of your letter of the 31st ultimo, apprising me of the decease, on the 15th of that month, of his Highness the Nawaub Omdut-ul-Omrah, and of the succession of his Highness Ameer ool Omrah, Azim ool Dowlah, &c. &c. &c., to the vacant Musnud.

The news of the death of the late Soobahdair of the Carnatic excited, as might be expected, a certain degree of curiosity at this court as to the line of succession that might eventually be adopted by the Company's government; the inquiries respecting which, the copious details given in the interesting document enclosed in your letter, enable me to answer in the most satisfactory manner.

No explanation on this delicate and important subject has, or in all probability will be, directly required from me by this Government, while it nevertheless will thankfully receive whatever communications I may think proper to make on this occasion.

The most easy and natural mode of introducing the subject will, I conceive, present itself, whenever letters usual on such occasions from the successor to the Arcot Musnud to his Highness the Nizam shall be received here and delivered; a form which I conclude will, of course, not be overlooked.—I have, &c.

Hyderabad, 21st August 1801.

(Signed) J. A. KIRKPATRICK, Resident.

On 3d August, the Governor in Council of Fort St George addressed a Dispatch to the Secret Committee detailing the circumstances. After mentioning Ally Houssain's refusal to accede to the demands, it thus proceeds:—

Dispatch to Directors.

11. In consequence of the resistance unexpectedly opposed by Ally Hussain to this reasonable demand, it remained for Lord Clive to apply the instructions and authority conveyed to his Lordship by the Governor-General to the actual state of circumstances. In proceeding to exercise the rights of the British Government, which the conduct of Ally Hussain had compelled his Lordship to assert, Lord Clive still judged it to be consistent with the sentiments of national magnanimity and generosity that the British Government should refrain from the exercise of the Company's power, and from the absolute humiliation of the family of Mahommed Ally, if an adequate security could be obtained through the channel of an amicable adjustment. Under the impression of these sentiments, Lord Clive directed his attention to the claims and to the situation of the Prince Azeem ul Dowlah Behauder. This Prince is the only son by a formal marriage of the late Ameer ul Omrah, who was the second son of the late Nabob Mahommed Ally, and is the immediate great-grandson by both his parents of the Nabob Ameer ud Deen Khan, the founder of the family. The rights of Omdut-ul-Omrah, founded on the Treaty of 1792, having been vitiated by that Prince's violation of the alliance, and of the stipulations of that instrument, the hereditary claims of the house of Mahommed Ally descended to the second branch of the family, represented by the Prince Azeem ul Dowlah, the son of Ameer ul Omrah, who was the second son of the Nabob Mahommed Ally.

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The Dispatch then proceeds to mention that the deputies opened a "communication with that Prince, for the purpose of *reviving the alliance* between his ancestors and the Company, and of establishing the rights and interests of the British Government in the Carnatic on a permanent basis of security;" that the Prince had expressed "his willingness to afford, in the event of his elevation to the Musnud of his ancestors, *the security* demanded by the authority of the Governor-General," and a written engagement had been framed and executed.

"In conformity to this arrangement, we have *acknowledged Azeem ul Dowlah to be Nabob of the Carnatic*;" and it is added, "The mode of providing for the support of the dignity of his Highness the Nabob Azeem ul Dowlah is conformable to the principles on which the alliance between his Highness' family and the Company has been *revived and established*. By these means the interests of his Highness will become united with those of the Company in the general prosperity of the Carnatic; and while the actual security of the British interests provided by the present arrangement remains undiminished, the mode of supplying a fund for the expenses of the *family* in the manner suitable to its rank, and to the dignity of the British Government, by the allotment of a proportion of the public revenues for that purpose, is entirely relieved from the degrading name and appearance of a stipendiary maintenance."

Alteration in expression of Treaty.

The Treaty was communicated to the Governor-General on the day of its execution; and on 15th September a letter from the Governor-General in Council, dated 18th August, was recorded at the Secret Consultations of Fort St George. This letter is of importance, as it contains a complete answer to the very erroneous conclusion which the Directors, in ignorance of the facts, have drawn from an alteration upon some of the expressions in the Treaty to which this Dispatch led. The Governor-General had probably supposed that the expression in the Treaty, of Azeem ul Dowlah having succeeded in virtue of hereditary right—in other words, *as next heir*—might perhaps lead to some little embarrassment in respect it was not strictly true, Housain Ally being more truly the next heir. But whatever was the reason, it will be seen that the Governor-General attached so little importance to the substitution he suggested (and if it had been of importance matters were not now entire to admit of easily making correction), that he subscribed a ratification of the original Treaty, and only desired the alterations to be made if they could easily be got. The Nabob attached equally little importance to the matter, and it will be seen at once cheerfully agreed to the alteration.

1803. Papers, vol. i., p. 70.

To the Right Honourable LORD CLIVE, Governor in Council of Fort St George.

MY LORD,—

Para. 1. The Governor-General in Council has had the honour to receive the Dispatch of your Lordship in Council, under date the 31st ultimo, together with the Treaty concluded with his Highness the Nabob Azeem-ool-Dowlah, for the perpetual transfer of the administration of the civil and military government of the Carnatic to the Honourable Company.

2. His Excellency the Most Noble the Governor-General has communicated to us the correspondence which has passed between him and your Lordship, and the several documents connected with the rise, progress, and termination of this important transaction.

3. The Governor-General in Council has the greatest satisfaction in expressing to your Lordship in Council his sincere approbation of the judgment, temper, and discretion, which have distinguished your Lordship's conduct during the progress of the various events which have terminated in an arrangement so highly advantageous to the interests of the Honourable Company.

4. The reputed son of his Highness the Nabob Omdut-ool-Omrah, having met your Lordship's just and moderate propositions for the security of the British interests in the Carnatic by a deliberate refusal to enter into the engagements absolutely necessary to that indispensable object, the general spirit of the instructions conveyed to your Lordship at different times, under the changes which have taken place in the situation of affairs, entirely warranted your Lordship to offer to the son of the late Ameer-ool-Omrah the *same terms* which had been proposed to the reputed son of Omdut-ool-Omrah.

5. His Excellency in Council is of opinion, that the immediate assumption by the Company of the entire administration of the Carnatic, in consequence of Ally Hussain's refusal to accede to the proposed Treaty (although justifiable in every point of view), was not necessary, under all the circumstances of the case, to secure the just rights of the Company in the Carnatic; and the establishment of the acknowledged heir of the Ameer-ool-Omrah in the rank of Nabob of the Carnatic, was therefore a measure of moderation and wisdom.

6. The reasoning stated by the Right Honourable the Governor, in his official Dispatch to the Governor-General of the 27th ultimo, is so full and conclusive, that it appears to us unnecessary to add any further observation.

7. Under these circumstances, his Excellency in Council has the satisfaction to declare his entire approbation of the general spirit and stipulations of the Treaty concluded with the Nabob Azeem-ool-Dowlah. The observations which his Excellency in Council now proceeds to state with regard to the Treaty, and the eventual modifications of the Treaty which it is now his intention to propose, constitute no qualification of the approbation due to the ability and prudence manifested by your Lordship in Council, in concluding this important arrangement; *the adoption or rejection of the modifications which will be proposed in this letter*, is intended to be subjected, without further reference, to the discretion of your Lordship in Council.

8. With this view, his Excellency in Council has, in the first instance, ratified the Treaty transmitted by the Governor of Fort St George; but at the same time has executed *another Treaty*, framed in conformity to the modifications herein stated. This instrument, having been signed and sealed by his Excellency in Council, is transmitted, together with that received from your Lordship in Council, in order that it may be eventually substituted for the Treaty which has been executed at Fort St George, *unless your Lordship in Council should object to the proposed alterations.*

9. We now proceed to state to your Lordship the principles upon which those alterations are founded, and the instructions by which the adoption or rejection of the modified Treaty is to be regulated.

10. Your Lordship is fully aware (and it is distinctly stated in the Declaration accompanying your Lordship's Dispatch herein acknowledged) that the result of the discovery which has been made, of their late Highnesses the Nabobs Walajah and Omdut-ool-Omrah's treacherous correspondence with the late Tippoo Sultan, had placed the Soobadar of the Carnatic in the situation of a *public enemy* to the British Government; had annihilated the existing Treaties between the Nabob of the Carnatic and the Company; and had sanctioned the enforcement of such measures as the British Government might deem necessary for the security of its rights and interests as connected with the Soobadary of Arcot.

11. This is the fundamental principle upon which the late arrangements have been founded, and, consequently, the acknowledgment of an inherent right in any member of the family of the late Nabobs Walajah and Omdut-ool-Omrah to succeed to the Soobadary of the Carnatic, is incompatible with the maintenance of that principle.

12. His Excellency in Council is aware that it is conformable both to reason and practice to recognise, by Treaty with a foreign state, the existence of rights originally conveyed by the same Treaty of recognition. But in such cases, if the source from which those rights are derived be not distinctly expressed, the origin of such rights should not be ascribed to any unacknowledged principle. This observation appears to apply to the preamble of the Treaty executed by your Lordship in Council, and to the first article of it, by both of which the right of the Nabob Azem-oo-Dowlah to succeed to the Soobadary of the Carnatic seems to be attributed to a supposed claim of inheritance, and not to the liberality and moderation of the British Government.

13. *This acknowledgment, however objectionable on the stated grounds, neither affects the justice nor the principal advantages of the stipulations of the Treaty in question.* His Excellency in Council, therefore, does not consider the objection to be of sufficient force to preclude the ratification of the Treaty in its actual form, nor does he deem the proposed alterations to be of such importance as that they should be proposed to his Highness the Nabob Azem-oo-Dowlah, at the hazard of forfeiting any of the advantages already acquired, or even of exciting any degree of alarm or jealousy in the mind of his Highness Azem-oo-Dowlah.

14. His Excellency in Council, however, deeming it advisable that the terms of the Treaty should be strictly consistent with the fundamental principle of the arrangement, in conformity to the foregoing observations, has introduced into the modified Treaty a change of the terms of the preamble, and of the first article as executed by your Lordship in Council; and his Excellency in Council directs, that should your Lordship be of opinion that the modified Treaty may be proposed to his Highness' acceptance *without the hazard of his dissent or displeasure*, or without compromising the dignity or the public faith of Government (which your Lordship in Council may possibly have deemed it expedient to pledge to his Highness for the acknowledgment of his *hereditary title*), your Lordship will propose the modified Treaty to his acceptance. But should your Lordship in Council consider it to be unadvisable to make this proposition to his Highness, either on any of the grounds herein specified or on others, of which his Excellency in Council is not at present apprised, your Lordship is at liberty to return the modified Treaty to Fort William, *and to consider the former as conclusive and binding.*

15. We now proceed to state our observations on the 5th, 6th, and 7th Articles of the Treaty transmitted by your Lordship in Council, which, in some points, appear to his Excellency in Council to require further explanation.

16. With regard to the amount of the Jagheers, to which the 8th Article of your Lordship's Treaty refers, as an article of deduction from the amount of revenue upon which his Highness, the Nabob's share of one-fifth is to be calculated, his Excellency in Council is of opinion that the lands included in the Jagheers should be resumed, and declared subject to the payment of revenue to Government; and that payments in money, equal to the produce of these Jagheers (to be estimated at the sum of 2,13,421 pagodas, the amount stated in the Treaty of 1792), should be made from the treasury of the Company to the persons now holding the Jagheers, as long as Government shall deem it to be proper to continue to those persons the benefit of their respective grants; his Excellency in Council accordingly desires that your Lordship in Council will frame an explanatory article, in conformity to the instructions contained in this paragraph.

17. His Excellency in Council is further of opinion, that although the just inference from the terms of the 6th Article would be, that the sum of pagodas 6,21,105 is to form a permanent deduction from the total amount of the revenue upon which the Nabob's share is to be calculated, yet it might be contended to be the intent of this article, that after the complete liquidation of the debts, for the discharge of which that annual sum is pledged, it should form a portion of the total sum on which the Nabob's share is to be calculated. Under this apprehension, his Excellency in Council desires that an explanatory article be added to the Treaty, for the purpose of precluding the possible operation of any reversionary rights of the Nabob to show any part of this sum, after it shall have been liberated from the incumbrances by which it is now affected.

18. His Excellency in Council farther remarks, that under the actual terms of the Treaty, a question may arise, whether his Highness the Nabob will be entitled to a proportionate share of any new branches of the revenue which may be introduced into the Carnatic under the management of the British administration; and whether the same principle is to be applied to any augmentation of the existing sources of revenue in the territories of the Carnatic? His Excellency in Council anticipating the improvements which will probably be made in the resources of the Carnatic under the beneficial influence of the British power, is of opinion that the income which the Nabob would derive from the unlimited application of the principle supposed would hereafter amount to a larger sum than it would be expedient to allow his Highness to receive, consistently with the dictates of policy, and with considerations inseparable from the future security of the Company's interests in the Carnatic.

His Excellency in Council, therefore, deems it an object of importance to guard against the operation of this principle. His Highness being secured in the receipt of a certain income, under every possible contingency, it is reasonable that the utmost extent of that income should likewise be limited.

19. His Excellency in Council highly approves the consideration which has been manifested for the prejudices and condition of his Highness, as the acknowledged Soobadar of Arcot, in apportioning his income on the revenues of the Carnatic, rather than by granting it in the form of a pension, the proposed restriction, therefore, should be made in a manner the less unacceptable to the feelings and injurious to the rank of the Nabob; with this view his Excellency proposes, that in restricting the extreme amount of his Highness' income, it should be expressly declared that the surplus of revenue beyond the amount which shall yield to his Highness the full extent of his limited income, is to be appropriated to the purpose of establishing a fund for the contingency of war, or for any other public purpose which it may be thought expedient to specify.

20. His Excellency in Council accordingly directs, that an explanatory article be framed in terms conformable to the foregoing observations, limiting the extent of his Highness, the Nabob's income, to such a sum as may appear proper to your Lordship in Council.

21. Whether your Lordship in Council shall adopt the modified Treaty herewith transmitted or shall adhere to the Treaty executed at Fort St George, the Governor-General in Council is of opinion that the proposed explanations of the 5th, 6th, and 7th articles will be equally necessary.

22. His Excellency in Council, however, deems it expedient to state that he shall be ready to receive, with due consideration, whatever remarks your Lordship in Council may think fit to make, affecting either the expediency or the necessity of the proposed additional articles; and, accordingly, authorises your Lordship in Council to suspend the execution of these instructions, as far as they relate to those articles, should your Lordship be desirous of referring the subject to the further revision of the Governor-General in Council.

23. His Excellency in Council entirely approves the alterations which have been made in the declarations transmitted by his Excellency to Fort St George.

24. The Governor-General in Council likewise approves the transmission of copies of the Declaration to the Governor of Bombay, and to the Residents at Poonah and Hyderabad; under the circumstances of the late arrangement, it is unnecessary to adopt any farther measures for the purpose of publishing that Declaration. His Excellency will accordingly intimate this opinion to the Governor and Council of Bombay, and to the Residents at Poonah and Hyderabad.

25. His Excellency deems it an act of justice to record his public thanks to your Lordship in Council, for the zeal, ability, and discretion, which have so eminently distinguished your conduct in the progress and termination of this important transaction.—We have, &c.

(Signed) WELLESLEY. P. SPEKE. THOS. GRAHAM.

On board of the "Sonamooke" Yacht, off Barrackpore, August 18th 1801.

To the Honourable PETER SPEKE, Vice-President in Council at Fort-William.

Vol. i., p. 78.  
22d Sept. 1801.

HONOURABLE SIR,—

1. We have the honour to acknowledge the receipt of the dispatch, dated the 18th ultimo, from his Excellency the Most Noble the Governor-General in Council, conveying to us his Excellency's approbation of the general spirit and stipulations of the Treaty recently concluded by us with the Nabob Azeem-ul-Dowlah, together with the modifications which his Excellency in Council judges to be necessary to the completion of that instrument.

2. Lord Clive has the honour of expressing to his Excellency the Governor-General his Lordship's sincere acknowledgment of the peculiar delicacy observed by his Excellency in proposing these modifications, and of the confidence which the Governor-General in Council has reposed in this government, by confiding to the exercise of this discretion the eventual adoption of the improvements considered by his Excellency to be requisite to the final arrangement of the affairs of the Carnatic.

3. In the mode adopted by the Governor-General for conveying his Excellency's observations and instructions on this subject of the Treaty, Lord Clive has the satisfaction of observing the most flattering testimony of the success which has attended his Lordship's anxious and confident endeavour to cultivate the confidence of the Supreme Government by a zealous and cordial co-operation in the system of measures adopted by the Governor-General with respect to this Presidency; and Lord Clive takes this opportunity to assure his Excellency of the unfeigned satisfaction which he has felt on this occasion, and which he will feel on all occasions, in carrying into execution those arrangements which his Excellency may judge most conducive to the honour and prosperity of the empire in India.

4. Lord Clive has the honour of explaining to the Governor-General that, in framing the late Treaty, his Lordship was aware that the fundamental principle of the arrangement was the *right acquired* by the British Government to exercise its discretion in the enforcement of such measures as might be deemed *necessary for the security of its rights and interests* as connected with the Subahdarry of Arcot. It was not, therefore, the intention of Lord Clive, by acknowledging the right of Azeem-ul-Dowlah, to depart from the fundamental principle now stated; but it was his Lordship's desire, according to the practice of recognised rights by Treaty not existing antecedently to the treaty of recognition, to insert in the present Treaty such an acknowledgment on the part of the British Government as might give the *greatest practicable degree of force* to the rights which it was about to bestow on the Nabob Azeem-ul-Dowlah.

5. Lord Clive is, however, happy to inform the Governor-General that this acknowledgment was entirely voluntary on the part of his Lordship, and that the faith of the British Government has in no degree been pledged to recognise any *inherent right* in the Nabob Azeem-ul-Dowlah throughout the late negotiations. His Highness stated his conviction that the rights of his Highness' family, *founded on its connection with the Company*, had been annihilated by the violation of the alliance, and that he considered the causes of his own elevation to have flowed from the generosity and moderation of the British Government. Lord Clive felt himself, therefore, relieved from the supposed difficulties stated in the Governor-General's dispatch in proposing to the Nabob Azeem-ul-Dowlah the modification recommended by his Excellency with respect to the preamble, and to the first article of the Treaty of Fort St George.

6. In conformity to the principles repeatedly declared by his Highness, the Nabob Azeem

Dowlah received this proposition with the utmost degree of cheerfulness, and relinquished all claims to the acknowledgment of his hereditary pretensions, without expressing any diffidence or alarm with respect to the intention of the proposed modification.

7. We have, therefore, the honour to inform you that the Treaty framed by the Governor-General, according to the explanation contained in the dispatch of the 18th ultimo from his Excellency in Council, has been executed by us; and the copy of that instrument ratified by the Governor-General in Council, has been delivered to his Highness the Nabob Azeem-ul-Dowlah, from whom we have received a correspondent copy of the Treaty. Etc. etc.—We have, etc.

(Signed) OLIVE. J. STUART. WM. PETRIE. E. W. FALLOWFIELD.

Fort St George, 22d Sept. 1801.

It is evident from this letter that Lord Clive did not communicate to the Nabob that the alteration would in any way affect his rights or status. If, therefore, he had supposed that, by obtaining the alteration it was as the Directors say, to affect the rights of the Nabob's descendants, he would justly, though most uselessly, have exposed himself to ignominy. "If the security of him who stipulates for anything in his own favour prompts him to require precision, fulness, and the greatest clearness in the expressions, good faith demands, on the other hand, that each party should express his promises clearly, and without the least ambiguity. *The faith of Treaties is basely prostituted by studying to couch them in vague or equivocal terms, to introduce ambiguous expressions, to reserve subjects of dispute, to overreach those with whom we treat, and outdo them in cunning and duplicity.* Let the man who excels in these arts boast of his happy talents, and esteem himself a keen negotiator: but reason and the sacred law of nature will class him as far beneath a vulgar cheat, as the majesty of kings is exalted above private persons. True diplomatic skill consists in guarding against imposition, not in practising it." Fortunately for Lord Clive's reputation, neither in the Governor-General's letter to Lord Clive, nor in his Lordship's letter to the Vice-President, is there the remotest allusion to such an effect as the Company now point at. On the contrary, the very alteration itself contained a distinct acknowledgment that the connection between the parties was intended to endure "*in all times to come.*"

Vattel. ii. 15, § 231

The Governor-General's apprehensions were not without foundation. The act by which the transfer of the Sovereignty of the Carnatic from Houssain Ally to Azeem-ul-Dowlah was effected was viewed by many people as a breach of British faith. The matter was repeatedly brought up before Parliament, and in 1808 was very fully and hotly discussed. Had it not been that Houssain Ally did not long survive the loss of the Dignity, and that the motion came thus to be viewed as more a vote of censure on Lord Wellesley than a question of practical import, it is difficult to say what might have been the issue. This is clear that, in the whole course of the discussion which took place, Azeem-ul-Dowlah was never spoken of as a life tenant.

The alterations upon the Treaty thus agreed to were as follows:—

In the Treaty as originally signed, the preamble and first article ran thus:—"And whereas, the Munsib of the Subahdarry of the territories of Arcot has now become vacant; and whereas the right of Prince Azeem-ul-Dowlah, Behander, *founded upon the hereditary right of his father*, the Nawab Ameer-ul-Omrâh, Behander, to succeed to the rank, property, and possessions of his ancestors, heretofore Nawabs of the Carnatic, has been acknowledged by the English East India Company; and whereas the said Company, and his Highness the Prince Azeem-ul-Dowlah, Behander, have judged it expedient that a new Treaty shall at this time be executed for the purpose of supplying the defects of all former engagements, and of establishing the connection between the said contracting parties on a permanent basis of security in all times to come."

ART. 1. The right of the Nabob Azeem-ul-Dowlah, Behander, to succeed to the state and rank, and the dignities dependent thereon of his ancestors, heretofore Nabobs of the Carnatic, is hereby formally acknowledged and guaranteed by the Honourable East India Company, to his Highness Azeem-ul-Dowlah Behander, who has accordingly succeeded to the Subahdarry of the territories of Arcot."

The alteration is as follows:—

"And whereas the Musnud of the Subahdarry of Arcot having become vacant, the Prince Azeem-ul-Dowlah Behander has now been established by the English East India Company in the rank, property, and possessions of his ancestors, heretofore Nabobs of the Carnatic; and whereas the said Company and His Highness the said Prince Azeem-ul-Dowlah Behander have judged it expedient that additional provisions should at this time be made for the purpose of supplying the defects of all former engagements, and of establishing the connection between the said contracting parties on a permanent basis of security *in all times to come*;"

ARTICLE 1. "The Nabob Azeem-ul-Dowlah, Behander, is hereby formally established in the state and rank, with the dignities dependant thereon, of his ancestors, heretofore Nabobs of the Carnatic, and the possession thereof is hereby guaranteed by the Honourable East India Company to his said Highness Azeem-ul-Dowlah, Behander, who has accordingly succeeded to the Subahdarry of the territories of Arcot."



It does not appear whether the Nabob subscribed the following explanatory articles :—

#### SEPARATE EXPLANATORY ARTICLES.

*Separate Explanatory Articles annexed to the Treaty for settling the Succession to the Subahdarry of the Territories of Arcot, and for vesting the Administration of the Civil and Military Government of the Carnatic Payen Ghaut in the United Company of Merchants of England trading to the East Indies.*

**ARTICLE 1.** Whereas it is stipulated by the fifth article of the Treaty that the sum to be appropriated to the support of the dignity of his Highness the Nabob Azeem-ul-Dowlah, Behauder, shall be calculated at one-fifth part of the net revenues of the Carnatic; and whereas the improvement of the said revenues, which, under Providence, may be expected to arise from the effects of the present arrangement, may render the said fifth part greater than will be necessary to the purposes intended by the contracting parties, it is hereby explained, for the better understanding of the fifth article of the Treaty, that whenever the whole net revenue of the Carnatic, including the sums to be deducted, according to the sixth article of the Treaty, shall exceed the sum of twenty-five lacs of Star Pagodas, then and in that case the fifth part of such surplus shall be applied to the repair of fortifications, to the establishment of a separate fund for the eventual exigencies of war, or to the military defence of the Carnatic, in such manner as may be determined by the Governor in Council of Fort St George, after the previous communication to His Highness the Nabob Azeem-ul-Dowlah.

**ARTICLE 2.** Whereas it is stipulated in the sixth article of the Treaty that the sum of 2,13,421 pagodas on account of Jagheer, and the sum of 6,21,105 pagodas on account of the private debts of the Nabob Mahomed Ally, shall be deducted from the amount of the net revenue, previously to the determination of the proportion to be paid to his Highness the Nabob, it is nevertheless hereby explained that it shall not be incumbent on the Honourable Company to appropriate lands yielding a revenue to the said amount of 2,13,421 pagodas, but that the said Company shall be at liberty to exercise its discretion in the mode and on the extent of the provision to be made, according to the ninth article of the Treaty, for the support of the family and principal officers of the Nabob Mahomed Ally, and of the Nabob Omdut-ul-Omrak. And it is further explained, that, notwithstanding the liquidation of the private debt of the Nabob Mahomed Ally, or of the debt due to the Honourable Company, the said sum of 6,21,105 pagodas shall always be deducted from the net revenue, and shall in no case be included in the net revenue, previously to the determination of the share to be allotted to his Highness the Nabob Azeem-ul-Dowlah, Behauder, it being the intention of the contracting parties that the said sum of 2,13,421 pagodas, and the said sum of 6,21,105 pagodas, shall be considered to be permanent deductions, *in all times to come*, from the revenue of the Carnatic.

(Signed) CLIVE. J. STUART. W. PETRIE. E. W. FALLOFIELD.

By the Right Honourable the Governor-General in Council.

(Signed) J. WEBBE,  
*Chief Secretary to Government.*

The Nabob's Letters to the Sovereign powers intimating accession.

The accession of Azeem-ul-Dowlah was communicated by him to the King of Great Britain, to the Emperor Shah Ahur, and the Nizam, and others. The following letters appear among the papers returned to Parliament in 1803 :—

Papers relating to the affairs of the Carnatic, ordered to be printed 10th Aug. 1803. vol. i. p. 29.

To the Honourable the CHAIRMAN of the COURT of DIRECTORS.

HONBLE. SIR.—The Nabob Azeem-ul-Dowlah having judged it to be proper for him to address letters to his Majesty, to his Royal Highness the Prince of Wales, to the Honourable Court of Directors, and to the Marquis Cornwallis, on the occasion of his elevation to the Musnud of his ancestors, has requested me to transmit them by the present dispatch. I have accordingly the honour to enclose them, agreeably to his Highness' desire; and to convey to you his Highness' further request that the letter addressed to his Majesty and the Prince of Wales, may be conveyed to them with the customary circumstances of respect.—I have the honour to be, etc.,

(Sd.) CLIVE.

Fort St George, 14th August 1801.

16.

TRANSLATION of a LETTER to his Most Excellent Majesty the KING of GREAT BRITAIN [etc., etc., etc., from his Highness the NAWAUB AZEEM-UL-DOWLAH, Bahadar.

On the 15th July 1801 my respected uncle departed from the stage of this transitory life to the world of eternal duration; in consequence of which event your Majesty's representatives, that is to say, the Governor in Council at Madras, *in virtue of my right of inheritance* derived from my grandfather and father, were pleased to instate me in the Musnud of the Government of the Carnatic.

I offer my gratitude and acknowledgment to your Majesty's Governors, and consider myself by heart and soul pledged to your royal favour.

I hope that your Majesty's protection and royal regard will in every respect be bestowed upon me, as it was on my venerable grandfather.

TRANSLATION of a LETTER to his Royal Highness the PRINCE of WALES from his Highness the NAWAUB AZEEM-UL-DOWLAH, Bahadar.

(After Compliments.)

In consequence of the death of my late respected uncle, the Nawaub Omdut-ul-Omrak, Bahadar, the Governor in Council of Madras instated me *in virtue of my right as heir*, in the Musnud of the Government of the Carnatic.

I make offer of my gratitude to your Royal Highness upon this occasion, and request to be

honoured by your Royal Highness' recommendation to me of his illustrious Majesty the King of Great Britain.

I trust that your Royal Highness will also honour me always with your own gracious regard.

TRANSLATION of a LETTER from his Highness the Nawaub AZEEM-UL-DOWLAH, Bahadur, to the HONOURABLE COURT of DIRECTORS.

After the demise of my late respected uncle, which happened on the 15th July 1801, the representatives of your Honourable Court, that is to say, the Governor in Council of Madras, instated me in the Musnud of the Government of my ancestors: it is with pleasure that I offer my grateful acknowledgments to your Honourable Court. I remain staunch and stedfast, by all means, in the safe path of friendship and fidelity, and trust that your Honourable Court will always honour me with your cordial friendship, in the same manner that you bestowed it upon my ancestors.

*Id.*

I refer your Honourable Court for further particulars to the dispatches of the Right Honourable Lord Clive.

DIARY, 14th August 1801.

Sent the following letter to Major J. A. KIRKPATRICK, Resident at Hyderabad:—

*Vol. iii. p. 97.*

SIR,—This letter will be delivered to you by the person intrusted by his Highness the Nabob of the Carnatic, with letters addressed to his Highness the Nizam, and to his ministers, on the subject of the Nabob Azeem-ul-Dowlah's succession to the Subadary of Arcot: and I am directed by the Right Hon. the Governor in Council to desire that you will endeavour to obtain an early and suitable answer to the Nabob's letters.—I have, etc.,

(Signed) JOSIAH WEBBE,  
*Secy. to Govt.*

Fort St George, 14th August 1801.

TRANSLATION of an ARZEE from AZEEM-OO-DOWLAH, Bahadur, to his Highness the NIZAM, communicated to the Resident, October 24, 1801.

After performing the duties of attachment, he it represented:—

*Id.*, p. 104

At this time, subsequent to the decease of the uncle of this faithful servant, the Company's Government, who are the sincere friends of the ancestors of this well-wisher, from a due regard to the ancient alliance and claims of my family, have fixed and established this sincerely attached person in the Nizamut of the Carnatic.

A bounty so unexpected and great, having thus been conferred on this humble servant, he makes bold to represent the same for the information of his Highness.

What more need be represented?

On a separate Paper.

The sum of seventy-one gold mohurs has been transmitted in the plenitude of attachment, as an offering to your Highness: I am hopeful it will be approved.

TRANSLATION of an ENAYUL NAMAH from his Highness the NIZAM to AZEEM-UL-DOWLAH, Bahadur, Communicated to the Resident, October 24th, 1801.

*Id.*, p. 104.

Your letter apprising me of the Hon. Company having, in conformity to their usual good faith, selected and established that person of exalted dignity in the government of the Carnatic, subsequent to the decease of Omdut-ul-Omrah, has been received, and the Nuzzer of twenty-one gold mohurs, which was sent in the plenitude of attachment and sincerity of devotion, has been most kindly and graciously approved. A kellut and jewels, according to the accompanying list, have been conferred. After returning due thanks for these works of favour, let them adorn your person; and considering me as always well inclined towards you, let me hear from time to time of your welfare.

LIST of PRESENTS from his Highness the NIZAM to AZEEM-OO-DOWLAH, Bahadur, Extracted from the Records of the Wardrobe and Treasury.

A short string of pearls with a jewel suspended thereto.  
One serpeish and one jugput.  
One suit for a kellut.

TRANSLATION of a LETTER from AZEEM UL OMRAH, Bahadur, to AZEEM-OO-DOWLAH, Bahadur, communicated to the Resident, October 24, 1801.

*Carnatic Papers, vol. ii, p. 105.*

Your friendly letter, mentioning the Honourable Company's having, after the decease of Omdut-ul-Omrah, raised, with their usual support and good faith, that friend to the government of the Carnatic, rejoiced me by its arrival.

The Arzee and the Nuzzar have been delivered to the resplendent Presence. A kellut and jewels, according to the accompanying list, have, in consequence, been bestowed by the bountiful Presence, always intent on distinguishing faithful adherents: returning, therefore, due thanks for such distinguished marks of favour, let the same cloth adorn you.

Continue to render me happy by the transmission of accounts of your welfare.

TRANSLATE COPY of a LETTER from SAWAYE BAGE ROO PUNDET PURDHIAU, to the Nabob AZEEM-UL-DOWLAH, Bahadur (without date).

*Vol. iii., p. 107.*

Your joyful and friendly letter having arrived in the happiest season, afforded me infinite satisfaction. You informed me, that in consequence of the will of the Omnipotent, your uncle Omdut-ul-

Omrah was removed from this transitory world to that of eternal duration; that in consequence you succeeded to the government (of the country); and that, in consideration of the ancient friendship subsisting (between the Circars), you had communicated the circumstance for my information.

All this I have distinctly understood.

To the dispensation of the Almighty there was no other remedy applicable than submission and resignation; and seeing that you have succeeded in the usual manner to the government, I have derived therefrom a degree of pleasure and happiness which it is impossible for me sufficiently to express.

Continue constantly to gratify me with accounts of your welfare.

What more need be written?

Vol. ii., p. 105.

#### DIARY to POLITICAL CONSULTATIONS, 18th November 1801.

Recd. the following letter:—

JOSIAH WEBBE, Esq., Chief Secretary to the Government, Fort St George.

SIR.—I had the honour to receive your letter of the 14th August, by the messenger who was charged with a letter to the Paishwa, from his Highness the Nabob Azeem-ul-Dowlah, and who arrived at Poona on the 29th September. The Paishwa being at that time absent, I forwarded the Nabob's letter to him immediately, with a request that he would be pleased to give an early answer, and in terms suitable to the consideration which the Nabob had evinced towards him, in notifying his accession to the Musnud.

In the usual and systematical style of procrastination at this Court, the answer has been delayed, under daily promises of transmitting it to me, until last night, when it was produced, on its being known at the Durbār that, conformably to the notice I had given, I should certainly dispatch the Nabob's messenger this morning without it; and of which, indeed, I had declared my determination, after a reasonable time for an answer had elapsed.

I have perhaps had more patience on this occasion than is entirely consistent with the Nabob's dignity, and the return to which he is entitled for his attention to the Paishwa. But as the promises which I received of any early answer were always attended with expressions of respect towards his Highness, I wished to avoid taking a step which might have interrupted the harmony and good understanding which it may be advisable to maintain between an ally of the Company and this Court, so long as I had reason to believe that the delay was not intentionally disrespectful to the Nabob's person or station.—I have, etc.

(Signed) WM. PALMER.

Poonah, 30th October 1801.

P. 107.

#### EXTRACT of Fort George POLITICAL CONSULTATIONS, the 15th December 1801.

TRANSLATION of a LETTER from his Highness the Nabob AZEEM-UL-DOWLAH to the Right Hon. LORD CLIVE, etc.

(Extract.)

It is my wish, in conformity with established usage, to send Arzdash with Nuzzars to the King of Delhi, and the Shazadah, upon the occasion of my ascending to the Musnud, which has been entirely owing to your Lordship's kindness; and I therefore enclose two drafts of the Arzagshts for your Lordship's perusal, which, if they meet your Lordship's approbation, I will, with your permission, have copied fair, and forward them by Aircarrahs to Delhi.

Vol. ii., p. 107.

TRANSLATION of an ARZDASHT to the Presence of his Majesty the Emperor SHAH AHLUR, from the Nabob AZIM-UL-DOWLAH, etc., etc. (without date).

This Worshipper of the shrine of true Fidelity, and Pilgrim in the path of firm allegiance, at all times makes his prayers for the permanence of your Majesty's eternal dominion, the lesson of his tongue, and his supplication for the prolongation of the illustrious, angelic, and world protecting shadow of your royal person, the talisman of his soul.

This duty he considers his supreme happiness, nay, the most important part of his religion.

Influenced by the ardour of attachment, he ventures to represent, that on the departure of his uncle Omdut-ul-Omrah from this transitory world to that of perpetual duration, he (the faithful representative) by the *support and assistance* of the Managers of the Honourable English Company (who are staunch in their allegiance to the ministers of your imperial throne) *in virtue of the rights of his father and grandfather, was established in the government of the territories of the Carnatic.*

The tribute of gratitude he ascribes to that majesty, like the tree of paradise, replete with blessings; and transmits a Nuzzar of one hundred and twenty-one ashulsies to the resplendent Presence, by the acceptance of which he hopes to be honoured.

1801, vol. iii., p. 108

TRANSLATION of an ARZEE to the Presence of the Prince AKBER SHAH, from the Nabob AZIM-UL-DOWLAH, etc., etc. (without date).

Having made the salutations of fidelity the plume of the head of allegiance, it is represented at the place of audience, where the servants of the Presence kiss the verge of the carpet of munificence, that this attached dependant, who, like his father and grandfather, treads with firm and undeviating step in the paths of obedience and fidelity, has lately, on the event of the death of his uncle Omdut-ul-Omrah, through the *support and assistance of the Managers of the Honourable English Company, and agreeably to the ancient line of inheritance, succeeded* to the government of the territories of the Carnatic, and is grateful for the endless favours of his Majesty, the shadow of God.

He has dispatched an arzdasht with a Nuzzar to the resplendent Presence, and trusts, that by means of the servants of the Presence, his Highness will have the goodness to cause it to be laid before his Majesty.

As a mark of his fidelity, he has transmitted to his Highness a Nuzzer of 21 aghasies, which he hopes will be accepted.

His Vakeel, Rajah Hazari Mull, will present these Nuzzers and arzees to his Highness.

Upon receipt of the ratification of the Treaty by the Directors, the Nabob, who invariably expressed his gratitude to the Company with Asiatic fervour but obvious sincerity, addressed the following letters to Lord Clive and the Governor-General :—

TRANSLATION of a LETTER from his Highness the Nawab AZIM-UL-DOWLAH, Bahadur, to the Right Honourable LORD CLIVE. 1803, Papers, vol. iii., p. 171.

(Dated and received 24th January 1803.)

At a moment when I was looking with anxious expectation for news from England, I had the pleasure to receive and to understand your Lordship's letter the 22d Rungun, of 17th January 1803, stating that your Lordship had received advices from the Honourable the Court of Directors, in answer to the Dispatches of the Government of Madras, wherein the Court of Directors had signified their approbation of the settlement of the affairs of the Carnatic, and their confirmation of the Treaty concluded with me on the 16th of September 1801; their approbation and applause of the several parts of the arrangements, and their congratulations on my elevation to the Musnud of the Carnatic, and to inform me that by a future conveyance they would address me on this subject, also conveying to me your Lordship's own friendly congratulations on the occasion.

From the innate kindness of my true friend, the Most Noble Marquis Wellesley, Governor-General, and the sincere friendship and support of your Lordship, I was fully assured that my ascension to the Musnud of the Carnatic should meet the approbation of the Honourable the Court of Directors; and praise be to the Almighty that the joyful tidings of their approval conformably to the sincere regard of my friends, the Governor-General and your Lordship, and my own ardent wishes having been received, have conveyed to my mind inexpressible pleasure. My joy and satisfaction on this happy occasion have been augmented, in a more particular manner, by your Lordship's personal attendance with the gentlemen of council and others, to deliver the gratifying letter, and to offer your congratulations in public darbar.

These signal instances of friendship and kindness have bound me to the Company, to the Governor-General, and to your Lordship, by the strongest ties of gratitude, and have relieved my mind from all anxiety. The arrival of this pleasing intelligence must also have removed all the doubts of the weak-minded. Deeply impressed with the unbounded generosity of my friends, I shall continue firm and steadfast conformably to the existing Treaty, in the sincerest friendship and attachment to the Honourable Company to the last hour of my life; nor shall I ever lose sight of, or forget the obligations which have been conferred upon me; and I pray the Creator of heaven and earth to reward my friends with a constant series of victory and prosperity!

I have addressed a letter to the Most Noble the Governor-General, which I send herewith, and enclose a copy for your Lordship's information; I request your Lordship will be pleased to forward the letter to Bengal.

TRANSLATION of a LETTER to the MARQUIS WELLESLEY, Governor-General, Bahadur. 1803, Papers, vol. iii., p. 171.

At this auspicious time, the Right Honourable Lord Clive delivered to me in my Public Darbar a letter, conveying the very exhilarating intelligence that replies to the Dispatches of the government of Madras had been received from the Honourable Court of Directors, approving and confirming the settlement of the affairs of the Carnatic, and his Lordship at the same time, in conformity with the desire of the Honourable Company of Directors, communicated to me congratulations from the Honourable Court, as well as from himself on the occasion; hence I have derived inexpressible satisfaction and comfort. Truly the successful termination of this important arrangement and happy adjustment of my affairs, is wholly owing to the beneficent assistance of your Lordship, my true benefactor, and that of my Lord Clive. If my whole life were devoted to the expression of my gratitude to your Lordship it were not sufficient; and I do not exaggerate when I say, that every minute I breathe gratitude for your Lordship's goodness.

I transmit enclosed for your Lordship's perusal, a copy of my reply to the address of my Lord Clive; and I pray the God of glory to prolong your Lordship's precious existence in this world in health and prosperity.

The following documents show how certain appendages of the sovereignty were dealt with :—

EXTRACT, Fort St George, POLITICAL CONSULTATIONS, the 10th November 1801. 1803, Papers, vol. iii., p. 176.

(EXTRACT of PRESIDENT'S MINUTE, dated as above.)

Considering the Garden of Sautgur to be an honorary appendage to the rank and situation of Sautgur Gardens the Nabob, I propose that it shall be immediately relinquished to his Highness, subject to the payment of a monthly pension of two hundred and fifty rupees, which was granted to Hirasul Khan, a descendant of the original proprietor of the Garden of Sautgur, during the time when the Carnatic was assigned to the management of the Company by the Nabob Mahomed Ally.

EXTRACT of a LETTER from LORD CLIVE to the Nabob AZEEM-UL-DOWLAH, dated 10th November 1801. Vol. ii., p. 103.

Para. 6. In conformity to the verbal communication made to your Highness, I have now the honour of transmitting an order for putting your Highness' officers in possession of the Garden of Sautgur, which I consider to be an honorary appendage to the rank and station of the Nabob of the Carnatic, and request that your Highness will make an arrangement for paying to Hirasul Khan.

discarded from the original possession of that garden, a monthly pension of two hundred and fifty rupees.

Resolved, that the necessary instructions for transferring the Garden of Santgur to the possession of his Highness the Nabob, shall be issued from the Revenue Department.

Vol. ii., p. 95.

#### EXTRACT of Political Letter from FORT ST GEORGE, dated 17th February 1802.

Para. 88. We have the satisfaction of informing your Honourable Court that his Highness has received the congratulations of the Peshwa and of the Nizam, on the occasion of his elevation to the Musnud, and the letters from those Princes have been entered on our records.

Nuzzers.

89. Having received from the President at *Travancore* an application on the part of *the Rajah* requesting to be made acquainted with the channel through which his stipulated annual payments were in future to be made to *his immediate superior Lord*, we directed his Excellency to be informed that the Pesheush Nuzzeranahs and Nuzzers payable by his Excellency were to be transmitted, *according to the ancient usage, to the Durbur of the Nabob of the Carnatic*.

90. We have judged it to be proper to compliment the Nabob by relinquishing to his Highness, *as appendages of Sovereignty*, the gardens of Sarelghur, the palace and gardens of Trichinopoly, and sundry villages and other Enamms appropriated to religious purposes.

91. For any further information on this subject, we have the honour to refer you to the lists of the religious appropriations delivered to us by the Nabob, and to our instructions to the Board of Revenue noticed in the margin.

92. We have issued orders to the officer commanding at Trichinopoly to afford protection to the family of Nusseer-ul-Mulek, the brother of the late Omdut-ul-Omrah. They appear to have been exposed to the insults and menaces of the late servants of the Circar, who had grown clamorous for the discharge of their arrears of pay. Your Honourable Court will be pleased to learn that our protection has been extended to this family at the express desire of his Highness the Nabob.

#### The Nawaub received Royal Honours, as appears from the following:—

Asiatic Reg. 1805,  
p. 168.

Nov. 27.—Yesterday at sunrise a royal salute was fired from Chepauk Palace, and returned by the saluting battery of Fort St George, in honour of the anniversary of the Nabob Azeem-ul-Dowlah. The Governor paid a visit of ceremony to his Highness on the occasion.

Opposition and  
troubles in Royal  
House.

The elevation of Azeem-ul-Dowlah, and his agreement to the conditions of the Company, gave great offence and dissatisfaction to the sensitive minds of the other members of the Royal House. They refused to attend at his installation, and his Highness had, for some time, no smooth or pleasant, perhaps it may be said no safe, life to lead amongst them. The following documents, from which this appears, are extremely valuable in other respects, as will more clearly appear in the sequel.

#### DECLARATION BY LORD CLIVE, 18th December 1801.

1803, Papers, vol. ii.,  
p. 124.

In the name of God!

I have had the honour of receiving two papers signed by some of the most respectable persons connected with their Highnesses, the late Nabob Mahomed Ali, and the late Nabob Omdut-ul-Omrah.

It is known to those respectable persons, that the British Government, actuated by motives of national magnanimity and moderation, relaxed the exercise of the positive rights which it had acquired under the violation of the alliance, by their Highnesses the late Nabob Mahomed Ali and the late Nabob Omdut-ul-Omrah; that relaxation was referable to no tacit acknowledgment of any dormant right on the part of the family of those deceased Nabobs; but it originated in the generous wish, founded on a long intercourse of friendship and union, *to preserve to that respectable family its ancient rank among the princes of Hindostan*.

Under that moderated exercise of the power acquired by the British Government, it had a right to expect the cheerful acquiescence of every branch of that respectable family in the arrangements finally adopted for the *security of the British interests in the Carnatic, and for the preservation of the dignity of that respectable family*; but it is sufficiently known that a general and unreasonable resistance was opposed to those arrangements, by the persons who have signed the present representation; while many of those individual persons endeavoured to advance pretensions of a distinct and personal interest, thereby manifesting an indisposition to any arrangement which could have been suggested.

When the British Government finally determined to elevate his Highness the Nabob Azeem-ul-Dowlah, Bahadur (whom Heaven preserve), to the rank of Nabob of the Carnatic, I encouraged a reasonable ground of expectation that the suppression of those discordant pretensions would be followed by a cordial and grateful disposition, on the part of the family, to meet an arrangement, calculated, in a particular manner, to support the ancient dignity and honour of that House. In this hope, I caused timely communication to be made by my authority, and, in the name of the British Government, to the principal members of the family, informing them of the intended elevation of the Nabob Azeem-ul-Dowlah Bahadur (whose shadow be extended!) and inviting them to be present, and to partake the honours of his Highness' installation.

It is known to the respectable persons who have signed the present representation, and it is notorious to the whole world, that not one of those persons attended that distinguished ceremony, thereby manifesting a determined hostility to the Nabob Azeem-ul-Dowlah (whom God preserve!) an ungrateful disrespect to the British Government, and a perverse adherence to the spirit of those councils which had terminated in the forfeiture of the rights of the family.

This public denunciation on the part of the family, of its disaffection to the Nabob Azeem-ul-Dowlah (whose life be prolonged!) was consistently followed by a systematic resistance opposed to the endeavours of that Prince, and to my exhortation, for the purpose of establishing union and affection among the different members of that respectable family.

The progress of these unhappy dissensions I have continued to observe with the utmost degree of concern; and I regretted that the advice, respectfully offered by me to her Highness the Begum Sultan ul Naffa, in my letter of the 20th September last, should have failed to produce that conciliatory disposition, on the part of the family, which it was my desire to establish.

Under these circumstances of public insult and resistance to the authority of the Nabob Azeem-ul-Dowlah (whom God preserve!), it is neither improbable nor unreasonable that his Highness should have felt sentiments of resentment towards those persons who have not hesitated to avow, in the most public manner, their determined enmity to his Highness. But I deem it necessary to state, in the most formal manner, that the Nabob Azeem-ul-Dowlah Bahadur (whom God preserve!) has repeatedly afforded to me satisfactory evidence of his disposition to revive the bonds of union, and of natural affection, with the dissentient members of his Highness' family.

Those members of the family who have signed the representations addressed to me have appealed through me to the British Government against the violence imputed to his Highness the Nabob Azeem-ul-Dowlah (whose shadow be extended), stating the confinement of their persons, and the usurpation of their property.

When the Nabob Azeem-ul-Dowlah was raised to the rank of Nabob of the Carnatic, his Highness succeeded to the rights of his illustrious ancestors heretofore Nabobs of the Carnatic. During a long period of time, those rights have been exercised within the jurisdiction of the British Government; and every member of the family knows that the British Government never interfered, otherwise than by the interposition of its friendly offices, in the internal arrangement of their Highness' domestic economy. One of the most memorable events which could have required such an interference was the death of his late Highness the Ameer-ul-Omrah (of blessed memory); but it is intimately known to some of the most respectable persons who have signed the present representation, that the Nabob Mahomed Ali (who is in Heaven) exercised on that occasion the full and undisputed right of an independent Sovereign, according to the Mahomedan Laws, unqualified by his Highness' existing engagements with the British Government.

The principles of the engagements existing at that period of time were similar to those of the Treaty by which the Nabob Azeem-ul-Dowlah (whom God preserve!) has made himself the instrument of restoring the foundation of alliance with the British Government, and of the rank and dignity of this new illustrious family. It is therefore incumbent on the British Government to respect the rights acquired to his Highness by the late Treaty; and it is my especial duty to resist every attempt which may be made to encroach on those rights, or to violate the principles of the alliance now firmly and perpetually established.

At the same time, however, that I declare, in this formal manner, the resolution of the British Government to preserve to the Nabob Azeem-ul-Dowlah (whose shadow be extended!) the rights which his Highness has acquired by Treaty, I also declare an equal determination to oppose an uniform resistance to such an exercise of power within the jurisdiction of the British Government as shall be incompatible, in my judgment, with the honour and dignity of the British nation.

Upon these principles, it is incumbent on me to declare that, if the Nabob Azeem-ul-Dowlah (whom God preserve!) should have actually exercised his Highness' power in the manner and to the extent implied in the representation, I should have felt it to be my duty to remonstrate with his Highness, and ultimately to resist such an exercise of power. But such an exercise of power is manifestly inconsistent with the vigilance of the British Government, and with the constant intercourse established with the palace of Chepauk. It is also consistent with my positive knowledge, that some of the facts stated in the representation are highly inflamed and maliciously exaggerated. But notwithstanding this impression, I shall not hesitate to interpose my good offices, and to require from his Highness the Nabob Azeem-ul-Dowlah (whom God preserve!) an explanation of the circumstances of inquiry stated in the representation.

As soon as I shall have received that explanation, I shall have again occasion to address myself to those respectable persons who have signed the representation, and to afford them all the satisfaction which may be consistent with the faith of the British Government, and with a true state of the facts.

(Signed) CLIVE.

Fort St George, 18th Dec. 1801.

To his Highness the Nabob AZEEM-UL-DOWLAH, etc. etc. etc.

1803. Papers, vol. ii.,  
p. 126.

MAY IT PLEASE YOUR HIGHNESS,—

I have observed, with much concern, that the endeavours of your Highness and myself to conciliate the minds of some of the principal branches of your Highness' family have proved unsuccessful. As long as the arrangements which have been recently concluded for the affairs of the Carnatic were depending, it was natural to suppose that some of those persons interested in the event should feel a disposition to oppose your Highness' pretensions; but I indulged a reasonable expectation that the final conclusion and ratification of the late Treaty would have removed those rival grounds of animosity, and would have established a permanent foundation for re-uniting those branches of the family in the bonds of affection and duty with your Highness.

These sentiments your Highness knows I had the honour of communicating to her Highness Sultaun ul Niffa Begum on a former occasion; but having since received farther representations stated to be on the part of the family, I consider it to be proper to furnish your Highness with a copy of those papers, together with the copy of an answer which I have inclosed, and which I request your Highness to transmit for the information of the persons who have signed the representations. It is not my intention, by the transmission of these papers, to establish the grounds of any improper or unusual interference in your Highness' domestic affairs. I am fully sensible of the delicacy which it is incumbent on the British Government to observe towards every person, and particularly towards the female part of the families of the late Nabob Mahomed Ally, and of the late Nabob Omdut-ul-Omrah. I am aware that your Highness, as the constituted head of that family, is the proper channel of regulating its domestic economy and of composing its internal dissensions.

Your Highness, however, is so fully acquainted with the principles, and with the motives of generosity which actuated the British Government in the re-establishment of the family in its rank, that your Highness will readily perceive the degree of concern with which I must receive communica-

tions of the nature of those inclosed; and although I have every reason to believe, from my constant intercourse with your Highness, that these representations are extremely exaggerated, it is yet incumbent upon me, both with respect to the public station which I have the honour to hold and with regard to the attention due from me to your Highness, and to your Highness' family, to transmit those papers to you, and to recommend to your Highness to endeavour, by the constant observance of that moderation and forbearance which is becoming your station, to remove every ground of complaint, and to retrieve the affections of persons so nearly related to your Highness.

I do myself the honour to recommend the subject to your Highness' early and serious attention.  
(Signed) CLIVE.

Fort St George, 18th Dec. 1801.

#### EXTRACT of Fort St George Political Consultations, the 22d Dec. 1801.

*Right Honourable the President's Minute in Council, 22d Dec. 1801.*

15. I conclude that no person distrusts the general ground of belief of their Highness' the late Nabob Mahomed Ally and the late Nabob Omdut-ul-Omrah, having died possessed of great property, and I have positive reason to believe, on the ground of circumstances which occurred during the late negotiations, that a large property is now in the possession of some branches of the family.

16. It is a known fact that, at the death of his Highness the late Amcer-ul-Omrah, the reigning Nabob Mahomed Ally took possession of the entire property of the deceased Prince. The father of the late Nabob Omdut-ul-Omrah succeeded to the possession of that in common with the other property of his father, as Sovereign of the Carnatic. If, according to the principles of Mahomedan law, the Nabob Omdut-ul-Omrah Ally had a right to obtain possession of the property of the Prince Amcer-ul-Omrah, the present Nabob Azeem-ul-Dowlah had the same right, on his elevation to the rank of Nabob of the Carnatic. On the other hand, if the descendants of Omdut-ul-Omrah have a right to hereditary property, without reference to the principles of the Mahomedan law, and the usage of the Carnatic already stated, then the Nabob Azeem-ul-Dowlah has an undisputed claim to the possession of his father's property, which is notoriously known to have been very large.

17. If the Nabob Azeem-ul-Dowlah had proceeded to exercise his power for the recovery of rights so well-founded, it might have been difficult to have opposed a reasonable objection to it; but it is consistent with my knowledge, that his Highness has absolutely abstained from the exercise of his power for that purpose; and such moderation under the circumstances in which his Highness is placed, is, in my judgment, a very deficient answer to the general imputation of violence stated on the part of the family.

20. I have already recorded my opinion of the necessity of supporting the just rights and pretensions of his Highness the Nabob Azeem-ul-Dowlah, with respect to his *foreign relations*; and the same sentiments are, in my judgment, strictly applicable to the internal state of his Highness' affairs. This obligation is incumbent on the British Government, in conformity to the terms of the Treaty concluded and formally ratified; any relaxation of the rights conveyed to the Nabob by that instrument can only tend to encourage those hopes of change, which must protract, and probably frustrate, the domestic happiness of the family, while the indecision of the British Government would expose all the branches of the family to the rapacity of those interested adventurers, who have hitherto fattened on its spoils.

21. Under the impression of these sentiments, I consider it to be essentially necessary to the happiness of the family, and to the consistent character of the British Government, that the fallacious expectations of the one should be suppressed by a candid avowal, and a strict observance of the principles of the latter.

In recording these sentiments, I judge it to be proper to repeat my opinion of the disposition, readily and invariably evinced by the present Nabob, to meet with cheerfulness such suggestions as I considered to be advantageous to his Highness and to the Company; and I have no doubt that his Highness' answer to my proposed reference will confirm on the minds of the Board this impression of his character.

1803, Papers, vol. ii.,  
p. 134.

#### TRANSLATION of a CIRCULAR LETTER from his Highness the Nawaub AZEEM-UL-DOWLAH, Bahadur, to each of the Members of the Family, as here under specified.

From the commencement of the succession of this servant of the court of the Omnipotent, to the government of the Carnatic, the conduct, so repugnant to the principles of all upright and good men, which you have observed towards me, must be fresh in your recollection; it is the more extraordinary, since, not satisfied with this conduct to myself, you have transmitted (to others) representations replete with accusations false and unfounded.

It is perfectly evident to the sagacity of every person of discernment and impartiality, that besides the indispensable arrangements and regulation of my affairs, an attention to which is incumbent on every ruler, my conduct to you has not, even although I witnessed your refractory sentiments, been influenced by a bias of severity. This is a fact so notorious, that it were superfluous to illustrate it by particular instances.

In consequence of a line of conduct adopted by my late uncle, the Nabob Omdut-ul-Omrah, incompatible with his engagements with the British Government (the approved benefactors of the Rulers of the Carnatic), the terms of those engagements were infringed, and our whole house consequently involved in a situation dangerous and alarming.

By the gracious and kind interposition of Providence, the British Government were (nevertheless) pleased to confer on me the succession to the government, as mine by right, thereby preserving secure the honour of our entire House.

The demesnes and buildings of the palace, the residence and memorial of our progenitors, had been mortgaged, and were about to be sold, an event which, had it actually taken place, would not have left us even the shadow of a wall.

These have been redeemed, and the demands of the mortgage discharged; demands which, had they not been satisfied, God only knows what might have been the situation of the individuals of the family.



Thank heaven, my intentions have been so void of guilt, and my disposition so averse from injuring even an individual, that I entertain no apprehensions from your memorials; nay, I imagine they will redound to my advantage.

Now, since it has pleased the Almighty God to favour me with this Government, and as I have redeemed from mortgage the Garden of Chepauk, you should know that it is mine by virtue of a two-fold right.

First, it is mine as a ruler of the Carnatic.

Secondly, it is mine, having purchased it with my own money; thus I am the paramount and absolute proprietor of the said garden.

Therefore, if with a view to the upholding of your rank you should prefer to reside within the said garden, it behoves you to submit on all occasions to my authority; otherwise, if contrary to the customs of the Walajah family, you should disclaim my authority, then you must relinquish my property; and in that event, I shall be no longer responsible for the defence of your honour.

The same to HUSSAIN-UL-MULK.

„ TAJUL AMRA.  
 „ RAYES-UL-OMRA.  
 „ AMERUL DOWLAH.  
 „ ISLACHAR-UL-DOWLAH.  
 „ JATAMUD-UL-MULK.  
 „ MAJED-UL-DOWLAH.  
 „ JATAZAD-UL-DOWLAH.

TRANSLATION of a LETTER from the Individuals of the Family to the Nawab AZEEM-UL-DOWLAH, Bahadur. 1803, Papers, vol. ii., p. 155.

Your letter, dated the 29th December last, we have received, and comprehended the contents.

You have informed us summarily, that the complaint which we were necessitated to prefer to the Governor in Council of Madras, is false and unfounded. The prayers and the pains which you have excited in our breasts by the impropriety of your expressions, and the unkindness of your conduct, remain concealed within these breasts; but the circumstances which have lately occurred, are so notorious, that no individual can have any doubts respecting them, and your conduct of yesterday, in imprisoning the servants and individuals of this family, is a proof in point, neither can there be any doubts of the intentions of the persons who authorised the measure; a world are judges that that person instigated what has happened to us. But we wish not to discuss this subject with you, it will be cognizable in that tribunal where your conduct and that of the descendants of the Nawab Wallajah Omdut-ul-Omrah, Bahadur (the mercy of God be upon him!) their respected brother and father. . . . That tribunal will not fail also to investigate the charges in which you have involved his late Highness; that he, though a prince of such high power, with all the honour and dignity attached to the Musnud of the Carnatic, humbled himself to a condition that might excite shame and blushes, in order that he might preserve the engagements entered into, and so acted, merely that by these means the inheritance of his father and grandfather—that is, the entire country without the participation of another—should remain and not go into other hands. He gave up Chepauk that he might preserve the most estimable object, the country of the Carnatic; a country which had devolved in a series from father to son; and by these happy means *consign it to his children without interruption*; these matters we do not discuss with you; but we cannot make public your shame.

You are happy in the measure you have adopted of relinquishing the dominions of the Carnatic, for the hope of retaining Chepauk. Conceive the trouble and distress you have given us, by directing us to make choice of two things; namely, to remain within the precincts and protection of your authority, or if not, to abandon entirely the garden of Chepauk. Our rank and honour suffer us not justly to choose either alternative; and although the most distressing of all worldly calamities is expulsion from our native soil, nevertheless, we shall speedily, according to your wishes and writing, forsake our habitations and proceed elsewhere. Here the recollection of our ancient rank and greatness (alas, how changed!) perpetually recurs; and our understandings suggest to us nothing save the mortification of quitting this our abode, and resigning it to you. Probably you may have the heart to remain in it; we have no choice: we have not such hearts.

(Signed) THE SON OF OMDUT-UL-OMRAH.  
 „ THE SON OF SULTAN-UL-NISFA BEGAM.  
 „ HUSSAIN-UL-MULK.  
 „ MAHOMMED NAFFER CHAN.  
 „ ASSUD ULLAH MIAN.

(A letter the same exactly as the above was written and sent by each.)

The preceding letter bears no date. As it refers to “his late Highness,” it may have been dated subsequent to the death of Hussain Ally, announced in the following dispatch:—

EXTRACT from POLITICAL LETTER from Fort St George: dated 3d May 1802.

Vol. ii., p. 95.

Para. 2. We are concerned to be under the necessity of reporting to your Honourable Court the death of Ally Hussain, the reputed son of the late Nabob of the Carnatic, who departed this life on the 6th ultimo.

He died without leaving any issue.

TRANSLATION of a Letter from his Highness the Nabob AZEEM-UL-DOWLAH, Bahander, to the Right Honourable Lord Clive, etc. etc. etc. 1803, Papers, vol. iii., p. 167.

Dated and received, { 4th Ramson 1217 Hegery.  
 or,  
 30th Dec. 1802.

The machinations of an infatuated part of my own family, who are adverse to the propitious arrangements established for the administration of the affairs of the Carnatic, and for the happiness

of its people, are intimately known to your Lordship; and you are also aware of the forbearance with which I have, in compliance with your Lordship's advice, in the present situation of things, refrained from exercising the just degree of authority necessary to relieve me from this inconvenience, in the hope of evincing, by conciliation and forbearance, those mistaken people from the errors and misdoings of their evil counsellors.

A recent instance, however, has occurred, in which I have found it to be indispensably necessary to assert my authority in a more direct manner, both as the head of Mahomedau Government in the Carnatic, and particularly of the Wallajah's family.

Shah Sawar Jung, the reputed son, by a courtesan, of the late Nabob Omdut ul Omrah, having conducted himself in a manner disrespectful towards me, I adopted the most lenient mode of signifying my displeasure, according to the long existing usage of the Nabobs of Arcot, by placing him in arrest in his own apartments, with sentinels at his door, but with strict injunctions not to interrupt the usual supplies of his table.

Invasion of Nabob's Sovereign rights by English Courts.

Having fastened the doors of his apartments, he addressed a petition to one of the judges of the Supreme Court, accusing me of withholding from him the necessaries of life, and claiming the protection of the Court, thus endeavouring to remove himself from the authority to which he was constitutionally subject as a member, though an unworthy member, of the Wallajah family, and to seek protection from his insolence, under an imputed intention on my part, of cruelty and inhumanity.

With respect to the calumnious part of the petition, if the communications which your Lordship daily receives of the transactions at Chepauk were not sufficient to remove every doubt, if any doubt existed in your Lordship's mind, I could furnish your Lordship with the most abundant proof of the entire disregard of truth manifested by Shah Sawar Jung, but I am assured that your Lordship's friendship and consideration for me would induce you to judge such a procedure, in the present case, to be an unnecessary condescension from the high rank and station to which, under the favour of Providence, I have been advanced by the British Government.

With regard to the wish apparently expressed by Shah Sawar Jung, in his petition to withdraw himself from my authority, your Lordship will remember that, at an early period after I ascended the Musnud of my ancestors, I apprised the disaffected members of my family, by a circular letter, of which I furnished a copy for your Lordship's information, that if they continued to occupy apartments within the precincts of my Palace, I should expect them to conform to those internal regulations which I might adopt; but if they should be desirous of withdrawing themselves from Chepauk, it was my intention to grant them free permission to do so. I did not trouble your Lordship with the answers I received, because they were more calculated to demonstrate a spirit of hostility than expressive of their gratitude for the obligations which, through my intercession, they have received from your Lordship's government.

The insolence and disrespect manifested by Shah Sawar Jung have now given a practical example of their intentions by an attempt to compel me to the alternative of submitting to a disrespectful conduct on their part, or of suffering the indignity of a foreign interference to supersede my just authority. I am very certain that it is not in the terms of the Treaty of the Carnatic, nor in the spirit of the renewed alliance between me and the British nation, and still less in the gracious intention of your Lordship's mind, that I should be reduced to such a predicament. I have therefore deemed it to be proper for me to order Shah Sawar Jung to remove himself from the Palace of Chepauk; and, as I can have no doubt that the arrangement adopted by your Lordship to regulate the payment of the family stipends, was calculated to maintain and support the dignity and authority of the head of it, it is my request that your Lordship will be pleased to discontinue a procedure subversive of subordination and repugnant to the established rules of this family and of the Mahomedan sect, by discontinuing the payment of the monthly stipend hitherto granted to Shah Sawar Jung and to his dependants, amounting to 15,000 rupees a year, in the expectation I shall refuse to authenticate the receipts of Shah Sawar Jung, in the usual manner; but, your Lordship is assured that, although the change must be attended with inconvenience to that ill-judging person and to his dependants, I shall prevent from exposure to distress, any person, however unworthy, being a relation to the Wallajah family. The example will be beneficial to others by manifesting, under the sanction of your Lordship's authority, that the rejection of my authority is not exempt from the forfeiture of the benefits of my protection.

Although, by the blessing of the Almighty, no possible indignity can assail me while I enjoy your Lordship's protection, I will not conceal from your Lordship the painful feelings which have disturbed my mind on hearing that the Judges of the supreme Court have considered it proper and decorous for them to inquire into the domestic arrangements of my family.

By the special grace of Him, the most merciful, my friends the English Government (who may truly be described as the vicegerents of justice upon earth) have provided by a sacred law that the customary authority of the heads of families of whatever persuasion shall be preserved to the lowest of their Indian people,—a law by which the meanest of the subjects, whom I have transferred to your Lordship's mild and beneficent authority, is exempted from the prying curiosity of strangers, and secured in the quiet exercise of those customs and *prejudices* which he has been taught to reverence with an order exceeding the love of life. An exemption from this busy intrusion is accordingly my right as a man.

But your Lordship, and I speak it with a heart full of gratitude, has habitually treated me not only with the tenderness of a father, but with the consideration due to *my rank as a Sovereign Prince*, in conformity to the 1st article of the Treaty of the Carnatic, which secures to me *the same rank, dignities, and immunities which were enjoyed by my venerable grandfather*, who reposes in Paradise. By the favour of the Almighty, this solemn compact of the whole British nation is incapable of violence. A local and subordinate jurisdiction of one people cannot invade the privileges of the Sovereign of another. By the blessing of the Founder of all order, the inquisition of a French tribunal do not reach the sacred person of my august ally the King of Great Britain, and the intrusion of the Court of Madraspatam cannot touch the Sovereign of the Carnatic.

To your Lordship, as my friend, and as the representative of my unalterable allies the British nation, my doors and the secrets of my heart are equally open; but the habits of your Lordship's illustrious rank, and your enlightened views of the customs and institutions of the nations of the earth, have instructed your Lordship in the respect which is due to what narrower and more vulgar minds

may consider as prejudices; and your Lordship, if you shall see it necessary, will take farther and more powerful measures to secure for ever my honour, and the dignity of my house, from the pollution of intruders of whatever description.

What should I write more?

The English Courts of Law came again into collision with the prerogatives of his Highness, giving rise to the following important correspondence:—

English Courts  
again invade  
Prerogatives.

EXTRACT of Fort George POLITICAL and FOREIGN CONSULTATIONS, the 18th January 1803.

1803. Papers, vol. iii.  
p. 169

The following letter having returned from circulation is ordered to be recorded:—

TRANSLATION of a LETTER from his Highness the Nabob AZEEM-UL-DOWLAH, Behadur, to the Right Hon. LORD CLIVE, etc. etc.

Dated and received 512th Ruzzan 1217 Heger  
(7th January 1803.

By the blessing of Almighty God, and the support of my sincere friends, the Governor General and your Lordship, the affairs of my Government are established on a basis as firm as the wall of Alexander: and under the protection of his august Majesty the King of Great Britain, and of the English nation, I am always in perfect safety and security. Thus situated, my *honour and dignity is the same as that of my revered grandfather*, the Nabob Wallajah (who reposes in paradise), and the preservation thereof will ever be incumbent on the English Government.

On the 3d of the present month the Supreme Court at Madras, without any communication with me, sent their people into the house of Abdul Mabud Khan Bahader Jumsheed Jung (one of the sons of the late Nabob Wallajah), seized his person and carried him away. This circumstance has been a source of great uneasiness and surprise to me, that, notwithstanding the intimate connection subsisting between me and the English Government, such intemperate measures should have been adopted by the Court against my dependants. Your Lordship knows full well that the poorest man is the master of his own house, and is secure in it, and that none has the power of intrusion therein: such being the case, it is a matter of great astonishment to me, that the people of the Court should so far deviate from the customs of their own nation, as to go into the house of a son of the late Nabob Wallajah, and there disgrace him. Good God! is it consistent with the justice and equity of the Court, that men of rank and distinction should be dragged into durance in this disgraceful manner? This act of violence I conceive to be highly injurious to my honour. By the law of nations, as well as by the sanctions of Government, my dependants (such of them as are heartily well disposed towards me) are equally secure from the interference of the Court, as I am in my own person. I have therefore to request that, during your Lordship's government, such an arrangement may be made as shall preclude now and for ever all interference of the Court, or of strangers, with any of my dependants.

This act of kindness in your Lordship towards me will add to my security and to my honour. What should I write more?

The President records the following Minute:—

Vol. iii., p. 170.

The Board will doubtless have received with concern the communication stated in the letter of his Highness the Nabob of the Carnatic, dated 7th inst., of the seizure and subsequent imprisonment for debt of Abdul Maabood Khan Bahadur, son of the Nabob Wallajah, and uncle of the present Nabob. With regard to the facts of this case, it is proper for me to state, that about noon on the day of the confinement of Abdul Maabood Khan, I had the honour to communicate the nature of the transaction and the rank of the prisoner to his Majesty's Chief Justice, suggesting his immediate interference; that on the same evening I received a note from Sir Thomas Strange, affording reason to believe that the prisoner would be immediately liberated; but that at noon on the following day, finding that the Khan was still in the gaol, and his Highness the Nabob having exhibited, by repeated and urgent remonstrances, considerable agitation of mind, I directed a gentleman of my family to make the requisite arrangements for the release on bail of Abdul Maabood Khan.

The relation of the present Nabob to the British Government, under the Treaty of the Carnatic, was stated to the Honourable the Judges of the Supreme Court, in a letter dated the 3d September 1801; and an arrangement was therein proposed for their consideration, intended to secure to his Highness and to his family the honours and immunities enjoyed by his predecessors heretofore Nabobs of the Carnatic, under provisions of public treaties.

It is much to be desired that the Hon. the Judges had felt themselves at liberty to comply with the request contained in that letter; but the Chief Judge having communicated to me, in a private letter, the reasons which deterred him from stating his opinion extra-judicially, I have been anxious to avert the serious calamities which may ensue from the impossibility, on one hand, of hesitating to execute, to the extent of our means, the spirit of the Treaty; and, on the other, of opposing the power of the King's Court, thus leaving to the Nabob the care of defending his own rights. I have therefore been induced to repeat my attempts, by personal communication with the Chief Judge, to obtain such information of the intentions of the Court, or such an arrangement of the point at issue, as should equally secure to the Court its jurisdiction, and to his Highness the Nabob and his family their public rights.

It is with regret that I am to state that it has not been practicable for me to accomplish, in a satisfactory manner, either of these important ends. The only point of arrangement to which the Chief Justice considered it competent for him to consent to, consisted in a notice of any intended personal arrest, on the condition that the Government should, in such case, guarantee that the person whom it was intended to arrest should be forthcoming.

It is scarcely necessary to observe to the Board, that the effect of such an arrangement, with

regard to the Government, would be to place it in the predicament of agreeing to violate the personal immunities which it is bound by treaty to defend: and that the proposal would either produce that effect, with respect to the members of the Nabob's family, or subject the Company to the expense of sustaining the numerous actions which may be, and which probably will be brought against them.

I have communicated with the Company's law officers on the course most expedient to pursue in the present case; and I have in consequence the honour to propose, that they shall be instructed to move the Court to discharge the proceedings in the action commenced against Abdul Mâabood Khan, on the foundation of the requisite certificates from his Highness, and from the Government, of his actual place in the family of the Nabob. If this application shall succeed, it will become necessary to furnish the Court with a list certified in the same manner, of those persons who are considered to belong to his Highness' family and retinue, under the Treaty of the Carnatic; and shall accordingly request his Highness to furnish me with a list, for the purpose of being transmitted to the Supreme Court, according to the practice in England, founded on the basis of public law and accommodated to the modes of the national Courts.

(Signed) CLIVE.

Fort St George, 18th January 1803.

Vol. iii., p. 167.

#### DIARY to Political Consultations, 22d January 1803.

##### *To the Sub-Treasurer.*

SIR,—Shah Sawar Jung having incurred the displeasure of his Highness the Nabob of the Carnatic, I am directed to desire that the payment of his pension at the Treasury may cease from the 1st instant.

I am likewise directed to convey to you similar instructions with regard to Gholam Hussein, who has been dismissed from his situation at his Highness' Durbar, and from his employment as Principal Moonsby in the Persian Translator's Office.

The allowances of Gholam Hussein are to cease from the 18th instant.—I am, etc.

(Signed) JOHN CHAMBER,  
Chief Secy. to Govt.

Fort St George, 21st January 1803.

Vol. iii., p. 172.

#### DIARY to Fort St George Political Consultations, 26th January 1803.

Sent a letter to the Nabob (entered in C. C., No. 6.)

To His Highness Azeem-ul-Dowlah, Bahadur, Nabob Soubahdar of the Carnatic, etc.

May it please your Highness,—

I have had the honour to receive your Highness' letters of 30th December and 7th ultimo, and am greatly concerned that any circumstance should have occurred to disturb the composure of your Highness' mind.

It will be satisfactory to your Highness to be informed that I perfectly coincide in your opinion of the unworthiness of Shah Sawar Jung to participate in your Highness' bounty, and have directed the payment of his pension to be discontinued at the Treasury.

I am willing to believe that the late seasonable effort of resolution manifested by your Highness in the punishment of Shah Sawar Jung will effectually secure the Nabob of the Carnatic from the recurrence of similar effrontery.

I have already received your Highness' acknowledgments for having effected the temporary enlargement of Abdul Mabub Khan: and I have it in contemplation to make such further immediate arrangements as may be practicable for the purpose of preventing the occurrence of a similar event to any person under your Highness' protection who may be deemed to be exempt from the jurisdiction of the law of England. With this view I request your Highness to transmit to me a certificate under the seal of your Government, describing the station of Abdul Mahbood Khan in the Wallajah family, together with a list of such persons as may be considered by your Highness to be entitled to the privilege of exemption.—I have, etc.

(Signed) CLIVE.

Fort St George, 1st February 1803.

1803, Papers, vol. iii.,  
p. 173

These proceedings above referred to led to the Governor in Council issuing the following remarkable and most important declaration:—

Declaration that  
Nabob an Inde-  
pendent Prince.

WE, the undersigned, the Governor in Council of Fort St George, do hereby certify That the Nabob Wallajah Ameer-ul-Omrak Madar-ul-Mulk Ameer-ul-Kind Azeem-ul-Dowlah Anwer-ul-Deen Cawn Bahadur Showhilt Jung, Sepah Solar Soubdar of the Carnatic, is *acknowledged and recognised by our said Government AS AN INDEPENDENT PRINCE, the Soubdar of the Carnatic Payen Ghaut, and an ally of our said Government*, and we do further certify, That from the year 1768 hitherto, his late Highness the Nabob Wallajah, his late Highness Omdut-ul-Omrak, and his Highness the said Azeem-ul-Dowlah, being successively Soubadars of the Carnatic, and allies of the Government of Fort St George, have severally, with their respective families, resided, and his Highness the said Azeem-ul-Dowlah doth now reside, with the approbation of the Government of Fort St George, near Madras, and within the territories dependent upon the side of Government, for the purpose of carrying on, in concert with the Government of Fort St George, the common and united interests of the said Government, and of the said several successive Soubadars of the Carnatic Payen Ghaut, as such allies.

(Signed) CLIVE.  
WM. PETRIE.  
M. DICK.

Fort St George, 1st February 1803.

5. The many applications from the Nabob for pensions to be paid from his proportion of the revenues, to such of the dependants of his family for whom no maintenance had been provided under the Treaty of the Carnatic, do not by any means form the least pleasing part of his Highness' correspondence with our President.

6. Among other instances of his princely disposition in this respect, it is necessary that we notice, for your information, his resolution to discharge the arrears of pay, due by the late Nabob to Mr John Batley, a respectable European, employed by his present Highness as a Private Secretary, and who has been employed for the period of twenty-five years in the service of the family.

7. It is necessary for us to specify this act of generosity, in order that if the debt in question shall ever be acknowledged by your Honourable Court to be included in the adjusted debts of their late Highnesses the Nabob Walajah and the Nabob Omdut ul Omrah, and consequently to be charged on the Revenues of the Carnatic, you may, at the same time, take into your consideration whether the amount ought not to be repaid to his Highness the Nabob Azeem ul Dowlah, who has in fact redeemed, at his own expense, that part of the floating debt.

8. While we dwell with pleasure on this feature of the Nabob's character, we state to you, with regret, that his Highness has experienced, in some instances, from the inferior branches of the family, a conduct very different from that to which he was entitled both as the head of that family and as *the Sovereign of the Mahomedans in the Carnatic*. We shall by all means inculcate this mode of conciliation and forbearance on the part of his Highness; but the pertinacity with which some members of the family adhere to their opposition, and to the vain hopes encouraged by their private agents in Europe, appears to render it necessary that the means provided by us, for securing the respect of these dependants, should be permitted to operate for the purpose of checking insolence and disaffection to the Nabob. A recent case of this kind having occurred, in which Shah Souver Jung, one of the supposed illegitimate sons of the late Nabob Omdut ul Omrah, avowedly threw off obedience to his Highness Azeem ul Dowlah, his Highness signified to us his intention of removing him from the palace of Chepauk, and his wish that the payment of the separate stipend, granted with his Highness' concurrence to this Prince, should be suspended.

9. As this appears to be the only practicable mode by which the resistance of the inferior members of the family to the elevation of the Nabob Azeem ul Dowlah and their personal disrespect to his Highness can be diminished, we have concurred in his Highness' wishes on this question, and have accordingly suspended the payment of the stipend until a better consideration of the circumstances attached to their respective relations shall have induced Shah Souver Jung to restore himself to the favour of the Nabob.

16. In consequence of our former representations on the subject, we trust that your Honourable Court will have taken into consideration the serious inconveniences to which his Highness the Nabob may be exposed, from the difficulty of defining his situation as a *Sovereign Prince* residing with the whole of his family, and the officers of his State, within the jurisdiction of a British Court of law.

17. This question has been in some degree agitated, by an instance which has recently occurred, in the arrest and imprisonment for debt of Abdul Mabud Khan, an uncle of his Highness, and a son of the Nabob Mahomed Ally. The distress occasioned to the Nabob by this event is forcibly described in a letter from his Highness to our President, complaining of the indignity, and in the minute recorded by his Lordship, on submitting that letter to our notice.

18. We beg leave to refer you to the minute of our President for the nature and result of his Lordship's communications on this occasion with his Majesty's Chief Justice, who having declined to deliver extra-judicially his opinion on the subject, we have, in conformity to Lord Clive's suggestion, instructed the law officers of the Company to move the Court to discharge the proceedings in the action commenced against Abdul Mabud Khan, on the plea of his supposed privileges as a member of the family of the Nabob.

19. The Advocate-General has obtained a rule to show cause in the present case, and we shall apprise your Honourable Court of the issue. In the meanwhile, it is obvious that the situation of the Nabob and of his Highness' family is so singular as not to be included in the usual interpretations of public law; and, on the other hand, the faith of the Executive Government is pledged by a Treaty to secure to the Nabob his rights and immunities *in the same full and ample manner as they have heretofore been enjoyed by his Highness' predecessors, Nabobs of the Carnatic*. But unless all doubt shall be removed from the interpretation of the law of England with respect to these rights and immunities, it is manifest, from the extent of the Nabob's family and dependants, that it will be impossible to prevent similar instances of offence to his Highness' feelings, under the operation of the law as it now stands. We therefore request, in the most urgent manner, your attention to the subject, in order that means may be applied to the removal of the difficulty, if you shall judge it expedient, by applications for the interference of Parliament.

20. Our anxiety with respect to the immediate event of this question is considerably relieved by our reliance on his Highness' uniform moderation, and on his undiminished confidence in the protection and honour of the British Government.

21. We have the honour to inform you that, conformable to the principle already explained to your Honourable Court, the Rajah of Travancore has paid to his Highness the Nabob, as the Sovereign of the Carnatic, the sum of 2,266 pagodas and 15 anas, in full discharge of the Peishwash and Cape Comorin Nuzzeranah, due to his Highness for the preceding Pluzely.

The arrangements with the Nabob, which had been so long anxiously desired and were at last effected by the Treaty of 1801, had apparently no other object in view than the "*preservation*" and "*security*" of the rights, in other words, the payments or obligations then existing, for which the Nabob had become bound to the Company. It was not only *without the object* of acquiring *increased revenue*, for not a word on the subject of increase is breathed through their whole previous correspondence, but the Treaty with Azeem ul Dowlah was entered into without *increase of Revenue not object of Treaty.* And not anticipated.

the *expectation* of increase, at least immediately, as will appear from the following dispatch :—

1802. Papers, p. 81.

EXTRACT from LETTER from Governor-General and Governor in Council of Fort St George, to Secret Committee of the Court of Directors, dated 3d August 1801.

*The calamitous impoverishment of every source of wealth and population, of which the causes have been repeatedly stated to your Honourable Committee, leaves no immediate expectation that the net revenues of the Carnatic will exceed the sum of nineteen lacks of Star Pagodas. (This fund, it is mentioned, after providing for expenses of Nabob, etc., and payment of debt, will afford a sum probably not exceeding nine lacks of pagodas for defrayment of charges of defence.)*

19. That sum exceeds, by a very small amount, the proportion of the revenue which the province of Tanjore contributes to the general exigencies of the state, and bears a very inadequate proportion either to the expense of defending the Carnatic, or to the rate of assessment levied for the public protection in every other part of the territories subject to this Presidency. The present deduction of six from fifteen lacks of Pagodas is, therefore, so disproportioned to the present revenues of the Carnatic, that we can indulge no very sanguine hope of an *immediate augmentation* of our pecuniary resources from the administration of the civil government of the Carnatic. *The progressive decline of the revenues of the Carnatic may be considered to have approached that stage at which your committee have been prepared to expect the entire failure of the Nabob's Government, and, under the existing engagements, the augmentation of our resources must be proportioned to the gradual restoration of the wealth and prosperity of the country;* every consideration, therefore, of the actual expense of protecting the extensive provinces of the Carnatic; every view of the indispensable necessity of maintaining an adequate military force for the defence of the British possessions in the peninsula of India; and every motive of attention to the alarming pressure on the finances of this Presidency, required Lord Clive to establish, by the present Treaty, the best possible security for the more adequate application in future of the public revenues of the Carnatic to the exigencies of the public service.

20. We feel great pleasure in congratulating your Honourable Committee on the completion of an arrangement which has at length secured the British interests in the Carnatic on the solid basis of territorial possession; and which is, at the same time, calculated to confirm the reputation of our national magnanimity, generosity, and moderation. We have no doubt that your Honourable Committee will concur in our sentiments, that the negotiation, which has terminated in the accomplishment of these important objects, has been conducted in a manner consistent with the liberal policy of the nation, unbiassed by the adventitious advantage which might have been derived from the early excitement of a competition, founded on the variety of adverse interests dependent on the determination of the British Councils.

We have the honour to inform you that, in conformity to the terms of the Treaty, the installation of the Nabob Azeem-ul-Dowlah was completed on the 31st ult., accompanied with every demonstration of public respect, supported by every possible degree of splendour, and confirmed under the observance of the most formal procedure.—We have, etc.

Fort St George, 3d August 1801.

Expectation disappointed.

In this expectation the Company were agreeably disappointed. In a letter from Lord Clive to the Court of Directors, of date 21st February 1803, his Lordship, after referring to the statement furnished by the Accountant-General for the purpose of adjusting his Highness the Nabob's proportion of the revenue from the 1st August 1801 to 12th July 1802, says,—

1803. Papers, vol. iv., p. 184.

Pecuniary resources of Presidency largely increased by Treaty.

37. Your Honourable Court will have the satisfaction of observing from the preceding detail, that the pecuniary resources of this Presidency have been *augmented by the Treaty of the Carnatic, in the first year of its operation, to the amount of star pagodas 7,94,071, or L.317,629 sterling, independently of the improvement of the territorial resources, and of the tranquillity of the empire obtained by that Treaty.* It is impossible that the arrangements adopted by me for the attainment of those important objects, should not partake the injurious consequences which my authority has sustained from the effects of your late orders regarding my government; but having made every practicable effort to mitigate the effects of those causes, I encourage a reasonable expectation, that the beneficial operation of the Treaty of the Carnatic will not be less extensive during the second than during the first year; in that event the arrangement already carried into effect for the purpose of commutating the military service of the Western Poligars for pecuniary tribute will add the sum of star pagodas 1,78,000 or L.71,200 sterling per annum; and extend the augmentation of pecuniary resource under the Treaty of the Carnatic, in the most limited point of view, to the annual sum of star pagodas 9,72,074 or L.388,829 sterling.

129. The Treaties of Tanjour and the Carnatic have for ever removed the causes of internal solicitude which have flowed from the distractions of a divided Government.

This statement is so much at variance with the expectation, that looking to the grounds of the expectation, it is not unreasonable to infer that the management of the Nawab was not so very "calamitous" as it was thought or said to be.

LORD CASTLEREAGH, on 29th July 1803, in laying his INDIA BUDGET before Parliament, mentioned the increase to the revenue from the Carnatic derived from the Treaty with Azeem-ul-Dowlah, in a paragraph which is of some use, as corroboratory of what has been already advanced with regard to the object, and will afterwards be said as to the effect of this Treaty.

Asiatic Reg., 1803, (Proceedings in Parliament) p. 159.

It was long the subject of regret that the stipulations of the Treaty of 1792 were not found adequate to the end designed by them. The necessity of a modification, and the attempts to induce

the late Nabob Omdat ul Omrah to accede to a revision of that Treaty, have been several times stated to the House. Though the stipulated payments to the Company were not often suffered to fall into arrear, the means resorted to for making them were such as *must ultimately have destroyed every source of revenue*, independently of their being the constant cause of evils of a very extensive description. The several measures pursued subsequent to the death of the Nabob Omdat ul Omrah, the placing the present Nabob on the Musnud, and the Treaty with him, are detailed in the papers formerly laid before the House.

This treaty was executed on the 31st of July 1801. Under it, the evils of a *divided government* are removed; the inhabitants of extensive districts enjoy the same advantages as the other subjects under Company's government, and *the Nabob receives a share of the revenues, fully adequate to the maintenance and support of his splendour and dignity.*

The pecuniary advantages to the Nabob are certainly considerable, those to the Company are already felt; and every probability exists, from the experience of the short time the affairs of the Carnatic have been under the exclusive management of the Madras Government, that those advantages may be still further extended, without prejudice to the prosperity and welfare of the country. The result of the first year has been favourable; the net revenue, exceeding the estimate in pagodas 36,187, or L.14,475. The gross collection of the whole of the revenues of the Carnatic, including those of the Poligar countries, amounted in this year to pagodas 30,90,339, or L.1,231,136, which exceeds the highest estimate given by Sir Archibald Campbell in 1787. After making the several deductions for the charges of collection, and for the approbations under the Treaty—as liquidation of debts to private creditors, payment of the stipulated fifth to the Nabob, and pensions to his family—the remaining surplus payable to the Company's Treasury, is pagodas 15,72,877, or L.629,151, which *exceeds the subsidy paid by the late Nabob in the sum of pagodas 6,72,876, or L.269,150*; an increase of resource the more satisfactory, as it arises from the superior management of the Collections in the Company's hands, and *is attended with no real sacrifice of income on the part of the Nabob*, whose fifth of the net revenues, relieved as his Highness now is (under the late treaty) of that debt which so heavily pressed upon his predecessors, considerably exceeds the clear income which the Carnatic could possibly have produced to the Nabob, had the revenue continued under the defective and oppressive management of his Highness' officers.

This large increase continued afterwards not only to be maintained but augmented: it may not be possible to state to what extent. But whereas in 1769 the revenues of the Madras Presidency amounted to only L.404,530, they now exceed L.5,000,000. And whereas, at and after the Treaty the revenues of the Nawab and of the Carnatic were estimated at little more than L.1,000,000, the land revenues alone now amount to about L.3,600,000. If all this increase is attributable to the Treaty, the English Company had much reason to be pleased with the bargain they had made.

A Government Gazette Extraordinary, issued on 3d August 1819, announced the death of his Highness Azeem ul Dowlah, on the previous evening:—

Azeem ul Dowlah's death.

The funeral of the late Nabob of the Carnatic took place yesterday at noon; the ceremony was conducted with appropriate military honours; the flag at the Fort St George was hoisted half-mast high the whole day. Minute guns, the number corresponding to the age of his Highness, were fired from the saluting battery when the procession began to move.

Asiatic Journal, 1820, p. 79.

Several traits of the excellent character of the Nabob have appeared in the dispatches already quoted from. On this occasion it was mentioned:—

The late Nabob was raised to the Musnud on the 31st July 1801; and, during the whole period of his holding that elevated situation, the conduct of his Highness was distinguished by the most loyal attachment to the Honourable the Company. The loss of this benevolent prince is deeply lamented by the Government, by the members of his illustrious family, and by his numerous dependants.

Government Gazette, Aug. 4th.

Azum Jah, the eldest son of the deceased Nabob, was, on 11th September 1819, proclaimed his successor “in the rank and title of Nabob Soubahdar of the Carnatic.” There had been no question as to the right of Azum Jah to succeed to the rank and title of Nabob, but some doubt had been thrown out as to whether he did not require to renew the Treaty—in consequence of which the Government agent, on 13th December 1819, wrote to his Highness conveying the opinion of the Governor-General, that a new Treaty was unnecessary, as he considered his Highness to be *ipso facto* a party to the Treaty concluded with his father in 1801.

The installation took place upon 3d February 1820:—

The troops in garrison were paraded at an early hour; and with the horse artillery from St Thomas' Mount, formed a street leading to Chepauk Palace. Shortly after 8 o'clock, the Rt. Hon. the Governor, accompanied by the Hon. the Chief-Justice, his Excellency the Commander-in-Chief, the Members of the Council, the Hon. Sir E. Stanley, and other functionaries of the Government, proceeded to Chepauk, escorted by the body guard, and was received by the Nawab Azum Jah in the grand saloon of the Palace. His Highness was here invested by the Rt. Honble. the Governor with the various insignia of his elevated station. He was then conducted to the foot of the Musnud. The Rt. Honble. the Governor thereupon addressed his Highness; and, in the course of his address, said,—“It is with infinite satisfaction I have the honour to congratulate your Highness upon your ascending the Musnud *in the direct line of hereditary succession to your late father*, of blessed memory. By virtue of the Treaty concluded on the 31st of July 1801, between the Nabob Azeem ul Dowlah and the Honble. East India Company, a princely income was secured to your much lamented parent, together with the enjoyment of certain privileges and immunities attached to his elevated rank.

Installation of Azum Jah.

Asiatic Journal, 1820, p. 389.



Under the sanction of the Most Noble the Governor-General, and your acknowledgment of the validity of the Treaty, its stipulations are now declared to be equally binding upon your Highness, as they were upon the late Nabob and the British Government."

Death of Azum Jah.  
Succeeded by his son Gholam Mahomed Ghouse.

His Highness Azum Jah died on 12th November 1825. He left an only son, Gholam Mahomed Ghouse Khan. This son succeeded him in his rank and title; but, being an infant, his uncle, his present Highness Prince Azeem Jah, next heir to the throne, was invested with the Regency. The accession was thus mentioned at the time :—

Asiatic Journal, 1826, p. 793.

"His Highness Gholam Mahomed Ghouse, only son of his late Highness Azum Jah Bahadur, was, on the 23d December, proclaimed successor to his deceased father, in the rank and title of Nabob Sanbahdar of the Carnatic. During the minority of the Nabob, the affairs of the Durbar will be conducted by his Highness Azeem Jah Bahadur, brother of the late Nabob, with the title of Naib-i-Mooktar."

Death of Gholam Mahomed Ghouse.

His Highness Gholam Mahomed Ghouse Khan died upon the 7th day of October 1855, without issue; and his uncle, the present claimant, Prince Azeem Jah, is, according to Mahomedan law and custom (as in English law also), entitled to succeed the late Nawaub as heir, representative, and successor, in all his rights, titles, dignities, revenues, and property, as Nawaub of the Carnatic. No other claimant exists; and it may be mentioned that his Highness, who is the second son of his late Highness Azeem-ul-Dowlah, is also the nearest heir and representative not merely of his father, but of his great-grandfather Mahomed Ali, of his granduncle Omdut-ul-Omrak, and of Ali Houssein his father's cousin.

Prince Azeem Jah entitled to succeed.

Previous to the death of Gholam Mahomed Ghouse Khan, Prince Azeem Jah had invariably been treated, both privately and officially, as successor to the Musnud. It was not till after the death of his nephew that he received any intimation that there would be objection to his succession. The manner in which this objection was first hinted at and afterwards announced, with the procedure which took place, are set forth in the Petition of his Highness.

Objection made.

The following was the memorial which he submitted to the Honourable the Court of Directors :—

To the Honourable the COURT of DIRECTORS of the EAST INDIA COMPANY, etc., etc., etc.

HONOURABLE SIRS.—I have the honour to bring to the notice of your Honourable Court, that his Highness Gholam Mahomed Ghouse Khan Bahadur, late Nawaub of the Carnatic, having deceased on the 7th October 1855, without issue, in consequence of which, being the second son of his Highness Azeemood Dowlah by his first Shadée Begum, I stand in the position of heir and successor to his late Highness, who was my nephew, he being the son of my elder brother Prince Azum Jah, according to the custom and law of Mahomedan succession.

2. That on the 10th October I notified the demise of the late Nawaub to the Government Agent at Chepauk, whom I desired to bring to the notice of Government my claim to my late nephew's succession under the Treaty of 1801, concluded between the Honourable East India Company and my father, the said Nawaub Azeemood Dowlah; and, on the 19th November I was informed through the same channel that the Government decline to recognise my claim as successor to his Highness the late Nabob of the Carnatic, and the whole question in regard to the vacant Musnud will be reported by the next mail to the Honourable the Court of Directors for their consideration and orders.

3. That although extremely regretting the Government of Madras should have declined acknowledging my rightful claim, I am nevertheless confident in the assurance that the reference to your Honourable Court will eventuate in my favour, from the circumstance that my right to the succession has been already officially acknowledged and recorded by your Honourable Court in a public letter to the Madras Government, dated the 14th January 1829, in reply to a communication from that authority, notifying the appointment of Dr Scott as Physician to the Durbar of the Nawaub, now recently deceased; and my appointment as a Naib-i Mooktear to my infant nephew; and wherein your Honourable Court express your approval of the former proceeding, on the ground of the Naib-i-Mooktear being the next heir in case of his demise; which event having now taken place, I cannot doubt but that, in the judgment and decision of your Honourable Court, I must be duly and regularly admitted as the next heir, and consequently indisputably entitled to the succession to the Musnud, thus rendered vacant by my nephew's decease; and your Honourable Court being in this case the paramount authority, it is hardly necessary for me to advert to the more recent recognition of my claim by the Most Noble the Marquis of Tweeddale, Governor in Council of Fort St George, in the year 1843, who, in a Minute having reference to the exemption list of the relatives of his Highness the Nawaub, ordered a remarkable alteration to be made in that list, with the following remarks: His Lordship in Council observed that Prince Azeem Jah Bahadur (the late Naib-i-Mooktear) does not hold that place in List No. 1 to which he is entitled, in consideration of the position he has lately occupied in communication with the British Government, and that which he still holds in relation of his Highness the Nawaub, and to his succession to the Musnud. It is therefore resolved that the name of Prince Azeem Jah Bahadur be placed first in the list of the male relations of his Highness the Nawaub.

4. That although the above acknowledgment recorded by your Honourable Court, and thus acted upon by your Government of Fort St George, is amply sufficient to establish the claim I have advanced, I beg leave to make a slight reference to the conditions of the Treaty of 1801, entered

into with my father, the Prince Azeemood Dowlah, when the right of succession was transferred from the family of Nawaub Omdut ool Omrah to the said Prince Azeemood Dowlah, the founder of that branch of the family, of which I am the present heir and representative.

5. That by the first Article of this Treaty the Prince Azeemood-Dowlah is formally established in the state and rank (with the dignities dependent thereon) of his ancestors, heretofore Nawaubs of the Carnatic; one essential part of that dignity being, that the succession to the said state and rank is hereditary, having been so specified in the Altunghah of his Majesty the Emperor of Delhi, granted to the Nawaub Wallajah, whose father, Anwar-u-Deen Khan, was the original Nawaub and Souhbalidar of Arcot.

6. That by the second Article of the Treaty it is declared by and on behalf of both the high contracting parties, that such parts of the treaties heretofore concluded between the said East India Company and their Highnesses, heretofore Nawaubs of the Carnatic, as are concluded to strengthen the alliance, to cement the friendship, and to identify the interests of the contracting parties, are thereby renewed and confirmed; and as the Treaties alluded to are declared to be binding on the heirs and successors of both the contracting parties, and as the interests of one of those parties at least, and his heirs and successors, is inseparably bound up with the continuance of the said rank, state, and dignities, I cannot but conclude, that although the Madras Government has temporarily declined to acknowledge my claim to the succession, yet my title thereto is too clear and too strong to admit of question, and therefore will be honourably recognised and confirmed by your Honourable Court; and the more readily, as your Honourable Court's admission of the validity of such title has been placed on the public records of the State.

7. That as a proof that the Government of India consider the provisions of the Treaty as descending along with the succession to the heirs of the Nawaub, I beg to quote an extract from a letter of the Government agent to my brother, the father of the late Nawaub, dated the 13th December 1819, conveying the opinion of the Governor-General in the following terms:—His Lordship conceives a new Treaty between his Highness and the Company to be unnecessary, as he considers his Highness to be *ipso facto* a party to the Treaty concluded with his father in 1801; whence it follows that, as the predecessor of the late Nawaub was a party to the Treaty, as the heir of Nawaub Azeemood Dowlah, the late Nawaub was also a party to it, as the heir of Nawaub Azum Jah; and consequently, in virtue of my heirship to my nephew, I must likewise be considered a party to the Treaty of 1801, and associated with its provisions.

8. That by the fourth, fifth, and sixth articles of the Treaty, the contracting parties stipulate and agree on the interchange of reciprocal advantages as follows:—That the British Government shall, in virtue of this document, assume the administration of the civil and military government of the Carnatic, with a right to all the revenues thereof, save and except such portion of the revenues as shall be appropriated for the maintenance of the Nawaub, and the support of his dignity, and that of his immediate family; the precise amount of which is declared to be one-fifth part of the net revenues; and I beg respectfully to urge the observation, that the mutual advantages thus detailed are the result of the distinct stipulation and agreement with the avowment of which the fourth and fifth articles are headed and commenced, their validity on both sides being established by the joint and mutual consent of the contracting parties, neither of which can be competent to make any alteration in them without the concurrence of the other.

9. That the revenue assigned for supporting the dignity of the Nawaub and his family is as firmly and irrevocably guaranteed and secured in its full integrity to the heirs of the said family, as the administration of the Carnatic and the appropriation of the rest of its revenues are to the heirs of the East India Company, the former being assigned by the tenor and language of the Treaty as the equivalent for the latter; and only so long as the said stipulation and agreement retains its force with regard to the former engagement, can it pass any force with respect to the latter, and as long as the East India Company continues to possess and enjoy the administration and revenues of the territories of the Carnatic, so long are the Company bound by every consideration of good faith and honest dealing, of British honour and national morality, to abide by the terms of the Treaty under which these superior advantages have been acquired, and continue to be retained by them.

10. Having thus detailed my reasons for considering that the Treaty of 1801 justifies and upholds my claim to the Musnud of the Carnatic, and that my construction of the Treaty, as establishing the hereditary right to it in my family, has been adopted and officially recorded by the Governor-General to your Honourable Court and the Government of Madras—for these several recognitions I conceive are based on the conditions and tenor of the said Treaty. I will lastly refer to the recognition of his late Majesty, King George the Third, in a short quotation taken from a letter addressed by his Majesty to the Nawaub Azeemood Dowlah, my father, dated at our Court at St James' the 27th day of January 1804, and in the 44th year of our reign. We congratulate your Highness on your accession to the Musnud of your ancestors, on which may you long remain with honour and happiness. Your Highness may be assured that we shall seize every occasion of affording you proofs of regard, and of continuing to your Highness and to your family our especial friendship and protection.

11. That, if your Honourable Court could be induced to coincide with the apparent object of the Madras Government in setting aside the Treaty of 1801, and your own unambiguous recognition of my title in the public dispatch above quoted, no other alternative appears to remain to your Honourable Court than that of reducing the present descendants of the Prince with whom the Treaty was contracted, by which the East India Company have obtained the wide territories and rich revenues of a valuable portion of British India to the miserable, degraded, and uncertain position of helpless pensioners on the precarious bounty of the Government, a condition which it was the desire and intention of Lord Clive and the Council of Madras, during whose administration the Treaty was framed and concluded, to prevent and avert, and who, with reference to this particular arrangement, observe in their dispatch to the Secret Committee of your Honourable Court, dated the 3d August 1801–15. The mode of providing for the support of the dignity of his Highness the Nawaub Azeemood Dowlah is conformable to the principles on which the alliance between his Highness' family and the Company has been received and established. By these means, the interests of his Highness will become united with those of the Company in the general prosperity of the Carnatic; and, while the actual security of the British interests provided by the present arrangement remains undiminished, the mode of supplying a fund for the expenses of the family in the manner suitable

to its rank and to the dignity of the British Government, by the allotment of a proportion of the public revenues for that purpose, is entirely relieved from the degrading name and appearance of a stipendiary maintenance.

12. That I have made use of the above arguments on the supposition that the objection of the Government is referrible only to the tenor of the Treaty of 1801; but as it is within the range of possibilities that a second objection may be advanced under the idea that the uncle cannot be his nephew's successor according to Mahomedan law, as he can be by the laws of Europe and Christianity, I beg to adduce an instance to the contrary, of the recent date of 1837, in which year Musserood Deen Hider, the king of Oude, was succeeded by Musseood Dowlah, his uncle, the grandson of whom is the present king, both having succeeded to the throne with the knowledge and sanction of the Supreme Government.

That, having thus argued the propriety of my claim as based upon the Treaty and the attestations of your Honourable Court and the Governor in Council of this Presidency, and shown that the Mahomedan custom and law are in support of it, as well as British law and practice, I finally commend myself and my claim to the generous and favourable consideration of your Honourable Court, and have the honour to subscribe myself.

The following is the dispatch containing the Directors' decision. It reads a little strangely after a perusal of the foregoing statement, from which the facts as they really stand, appear. There is, however, every excuse to be made for the obvious mistakes in point of fact into which the Hon. Court of Directors have fallen, in the circumstance of the distant dates of the transactions to which they refer, and in the view of the large and confused mass of material out of which the facts have to be gathered:—

1. The Governor-General's letter in the Foreign Department, dated 14th November 1855, and the political letters from the Madras Government, dated the 12th October, the 20th November, and the 4th December 1855, report to us the death, *without direct heirs*, of his Highness Mahomed Ghouse, Nabob of the Carnatic, and communicate the views of the Governor-General and of the Governor in Council at Madras respecting the consequences of that event.

2. In the opinion both of the Governor-General and of the Madras Government, the dignity of the Nawaub of the Carnatic has expired; the Treaties between the British Government and the successive heads of the family of Wallajah are at an end; the British Government are under no obligation to recognise any person as successor to the rights hitherto enjoyed under those Treaties; and expediency being wholly against such recognition, these authorities are unanimously of opinion that it ought not to take place.

3. We have carefully examined the past history of the relations of the British Government with this family, and have bestowed on the important question referred to us the earnest deliberation due to all questions which can be supposed to involve considerations of public faith.

4. We find that when, in 1801, the representative of the junior branch of the family of Walajah was placed on the Musnud by the Act of the British Government, a formal announcement was made to the following effect: The conduct of the two previous Nawabs, Walajah and Omdut ul Omrah, had placed them in the position of public enemies of the British Government; that all antecedent right of the family had been forfeited; and that the Nawab Azeemood Dowlah was solely indebted for his titular sovereignty, and for the pecuniary and other rights annexed to it, to the grace and favour of the British Government.

5. We find that Azeemood Dowlah fully acknowledged this fact; and that the original Draft of Treaty prepared by the Madras Government having contained words implying that the British Government did not confer a new, but recognised a pre-existing right, those words were, on that express ground, by the desire of the Marquis Wellesley, struck out, and others substituted which did not contain that implication.

6. The rights of the family being thus derived from the Treaty of 1801, are necessarily limited by its terms, and those are exclusively personal to Azeemood Dowlah. There is no mention in the Treaty of heirs and successors, nor any stipulation respecting descendants. Two successions, indeed, have since taken place, but on each of these occasions the question was regarded and treated as one subject to the decision of the British Government. On the first of these occasions, the Governor-General acknowledged the son of Azeemood Dowlah as his successor in the rank and title of Nawaub of the Carnatic; but the meaning of that ambiguous term was cleared up by the declaration, His Excellency is pleased *to resolve* that the pecuniary provisions of the Treaty of 1801 shall remain in force. On that last vacancy the family were expressly informed that "*it is the intention of Government* that the late Nawaub shall be succeeded in his state and dignity by his infant son." It was thus distinctly held that the Government might have refused its assent to the succession even of a direct heir, and on the present occasion there are no direct heirs.

7. In the circumstances, there cannot be any obligation on the British Government to continue the provisions of the Treaty of 1801 in favour of any collateral relative of the deceased Nawabs; while, in the absence of obligation, we entirely agree with the Madras Government in the opinion, that it would be highly inexpedient to do so. Such titular sovereignties, and the exemption they are held to confer from the common operation of the law, are always an evil, and in the present case their effect has (as was truly observed by Lord Harris) been morally most pernicious, "not only by favouring the accumulation of an idle and dissipated population in the chief city of the Presidency," but by the scandalous want of principle evinced in pecuniary matters, both by the late Nawaub and by his uncle, Azeem Jah, the nearest collateral relative.

8. Azeem Jah has addressed to us a Memorial, in which he professes to consider his right to the Musnud as having been admitted by the Madras Government and by us. He cites with this view an expression in the resolution of Government in 1813: "The position which he holds in relation to his Highness the Nabob, and to his succession to the Musnud;" and a passage from one of our letters to the Madras Government, dated 11th January 1829, in which he is spoken of "as the

next heir," in case of the Nabob's demise. The subject then before us was not the succession to the Musnud, but the appointment of a physician to the young Nabob, and we had no intention whatever of entering into the question, what might be Azeem Jah's rights of inheritance. As the nearest of kin, we spoke of him as the heir to whatever could be legally derived from the Nabob by inheritance, but the Nabobship had never been considered by us to be heritable by heirs of right.

9. We therefore fully adopt the opinion of the Governor-General and of the Madras Government, that the title and dignity of Nabob, and all the advantages annexed to it by the Treaty of 1801, are at an end.

The 10th and 11th paragraphs of the dispatch refer to the provisions proposed to be made for his Highness Prince Azeem Jah and the officers of the late Nawaub's household, and others, by way of allowances and pensions, and to the payment of the debts of the late Nawaub.

12 (and last para. of the dispatch). We perceive that, in the contemplation of the Madras Government, the Palace of Chepauk will at once be at the disposal of the State as public property. Sir Henry Montgomery says that it was mortgaged, which might imply that it was considered to be private property. You will institute further inquiries upon this point; but, whatever may be the correct view of the subject, we do not wish to see the ladies of the Nabob's immediate family deprived, against their inclination, of the privilege of residing in that edifice; and the most liberal consideration should be given to any claims they may prefer to portions of the personal property contained in the building.

Such is the force of truth and justice, that the difficulty which is now to be Answer to Com- experienced is in repressing the multitude of answers with which the reasoning of pany's argument. the Directors is at once met and overwhelmed.

The real question raised by the decision of the Directors is, whether "the dignity of the Nawaub of the Carnatic has expired." There are several points of view from which this question can be regarded.

I. In respect there was no transfer, by the Treaty of 1801, to the I. Sovereignty not Company, of the Sovereignty of the Carnatic, that Sovereignty still sub- alienated. sists in the person of the present Nawaub, and cannot be terminated by the will of the Directors, without the exercise of an unwarrantable act of violent aggression against an unoffending and virtuous sovereign Prince.

Upon attending to the terms of the Treaty, it will be seen that all that is conveyed to the Company, or vested in them, is the administration of the Civil and Military Government of the Carnatic. There is no conveyance, and it is not No conveyance of pretended that there is any, of the right of Sovereignty;—but it is now said that sovereignty. the right of the family had by an antecedent fact, viz., the alleged violation of a Said that right for- previous Treaty, been forfeited. This is a most singular and startling doctrine. If feited by violation true, it would involve this most alarming conclusion, that should at any time Her of alliance. Majesty the Queen happen, whether wittingly or unwittingly, to violate the faith of any treaty with another sovereign, great or small, the crown of Great Britain would, by such an act, be immediately forfeited to that other power, or, at best, would cease to exist. The proposition is so absurd as to require no refutation, but it may be proper to see how the matter in this case really stands.

The Nawaubs of the Carnatic were and had been, past the records of their Relative position country, the sovereigns of that Province—a territory which in extent was as large as of Nabobs and the kingdom of England. The English, on the other hand, were foreigners, and English. and necessarily therefore intruders. As foreigners they had no natural rights. Any they could or did enjoy were those which the sovereigns of the country chose to allow. They had acquired no rights by conquest from the Nabob, because not only had he never been at war with them, but they had continually been close allies. Any rights, therefore, which they held, they had acquired either by the grant or good will of the Nawaub, or by agreement with him, or by purchase; and not only were they not in the position of his superiors, but he was, in point of fact, in the position of the natural superior to them in his own country. Nor did his sovereignty suffer even derogation by the fact that the Company undertook, at his expense, to garrison his forts.

Any political rights which the Company held were rights derived from Treaty. Vattel, ii. 12, 155, Company's rights The Treaty which was in operation at the time to which these remarks point was from Treaty. that of 1792. That Treaty conferred certain specified rights of security upon the Company, in the event of the Nawaub failing to make payment of the sums for which he had become bound; but beyond this it contained no penalty. Nay, even No penalty for the clause out of which it is said that so much mischief was to accrue from its violation. violation, is literally silent as to the effect of violation. It simply runs, "And the

said Nawaub agrees that he will not enter into any negociation or political correspondence with any European or native power without the consent of the said Company."

Consequences of violation.

There being, therefore, no express or even inferential declaration as to what the effect would be of a violation of the Treaty, and particularly of this clause of it, the rights of the parties fell to be regulated by the general law of nations. And here, that there may be no room for difficulty, it may be assumed in argument, 1. That there was a violation of the Treaty; 2. That it was violated in a fundamental article; and 3. That the Company were not bound to have demanded or allowed explanations. But, with all these admissions, the whole right which in the most aggravated point of view could arise, was that the Company would have been "at liberty to chuse the alternative of either *compelling a faithless ally to fulfil his engagements*, or, *of declaring the Treaty dissolved by his violation of it*."

Vattel, ii. 13, 200.

Company did not assert what now maintained.

Case, p. 62.

P. 65.

P. 66.

Now, although there was a good deal of erroneous assumption for a purpose at the time, it cannot even be said that the Company either asserted or exercised the rights which are now said to have flowed from the alleged violation. A few references to the Dispatches will show what they did assert. Thus, in the declaration of 31st July, all that is said is that the Nabobs have "thereby *forfeited all the benefits* of the said alliance," and "placed themselves in the condition of public enemies." In the Governor-General's Dispatch of 18th August, he says that the result was that it had placed the Soubahdar "in the situation of a public enemy," "had *annihilated the existing Treaties*," "and had sanctioned the enforcement of *such measures* as the British Government might deem *necessary for the security of its rights and interests*, as connected with the Soubahdary of Arcot." Again, in Lord Clive's Letter in reply, his Lordship simply says that the "right acquired" was "to exercise discretion in the enforcement of such measures as might be deemed *necessary for the security of the rights and interests*" of the British Government, and that the Nabob had "stated his conviction that the rights of his Highness' family, *founded on its connection with the Company*, had been annihilated." The plain meaning of all this is simply, that the alliance having been broken, the British Government were free to demand, and, if necessary, to obtain by force of arms "security" for that which it deemed to be existing "rights and interests" in the Carnatic.

The expression attributed to His Highness is in precise accord with this view, as all that he says is that the rights founded upon the alliance were at an end. At another place His Highness himself says, "the terms of those engagements were *infringed*, and our whole house consequently involved in a situation *dangerous and alarming*." That was all.

The Company's view appears also from other expressions, such as designating the part which they took in the elevation of the Nabob, as lending him their "assistance and support," and "acknowledging" his accession.

Company attributed acquisitions to Treaty.

But so far were the Company from alleging that they had acquired the right of sovereignty by virtue of a violation of the Treaty, that they expressly attributed the acquisition of a right which could only have flowed from the sovereign, to Treaty with the Nawaub. In the proclamation of 31st July this is repeated over and over again. It is there said, that "the Company have, by the Treaty above mentioned, acquired"—that the rights acquired were "by compact"—that the "trust" was "transferred to the Company by the present engagements"—and that the Nawaub "has divested himself by the Treaty." This was equivalent to an admission of what was undoubtedly true, that, without recourse to arms, it was by compact alone that the Company had acquired, or could acquire, from the Nawaub, any right in the Carnatic.

Sovereignty would not pass by inference.

Vattel, ii. 17, 205.

And here it may be observed that such a right could not pass by inference or by anything but express grant, even if such grant would have been lawful. It was a right of a distinct, important, pre-eminent character, and could not be passed except *per expressum*. Nay, even in case of doubt, it would not have passed, and that upon the acknowledged rule in the interpretation of Treaties, "that whatever tends to change the present state of things is also to be ranked in the class of odious things, for the proprietor cannot be deprived of his right, *except so far precisely as he relinquishes it on his part*; and, in case of doubt, the presumption is in favour of the possessor."

Any right cut off by Prescription.

Assuming, however, that any right had passed or been acquired by the Com-

pany, by reason of the alleged violation of the Treaty, that right must, in consequence of the lapse of time, be held to be lost or abandoned by the operation of the law of prescription. The consequence of neglect for such a length of time is, that "the law of nature will no longer allow" a person in such a situation "to revive and assert his claims;" "the law requires that every proprietor who, for a long time, and without any just reason, neglects his right, should be presumed to have entirely *renounced and abandoned it*." This is what forms the absolute presumption (*juris et de jure*) of its abandonment," and this is a law which holds even more strongly between sovereigns or between nations, than between private persons, as will be afterwards pointed out.

But more conclusive even than the presumption of abandonment is an act of actual restoration or renunciation. In the present case, any rights which could by any possibility have emerged by reason of a violation of the Treaty, were renounced or restored by the revival of the alliance.

The Treaty itself bears to have been executed "with the view of reviving the fundamental principles of the alliance," and it is repeatedly mentioned in the course of the dispatches—as, for example, in the Declaration of 31st July—that the Treaty was entered into "*for the express purpose of reviving the alliance between the Company and his illustrious ancestors*;" and again, in the Declaration of 18th December, it is stated that Azeem ul Dowlah had made himself "the instrument of *restoring the foundation of alliance* with the British Government, and of the rank and dignity of this new illustrious family." By such revival it necessarily resulted that matters were restored to the position in which they were prior to the interruption of the alliance, except in so far as the parties had agreed to a change. This, however, trenches upon the next aspect of the case.

Rights restored  
by revival of  
Alliance.

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## II. The Nawaub has right in virtue of express Treaty Agreement.

Nawaub's right  
fixed by Treaty.

In considering this part of the case, which it may be necessary to do in some detail, it will first be shown that the right arises under the express terms of the Treaty; and, 2d, that, supposing doubt could possibly be entertained, there are a multitude of facts and circumstances which determine the question. It may here be observed, that the Treaty in reality requires little application of the rules of interpretation, which are so distinctly laid down in Vattel's authoritative work on the Law of Nations. Justice and good faith are at the bottom of all such rules; but there is one rule, against the transgression of which interpreters require to be carefully on their guard: "That an evidently *false interpretation* is the grossest imaginable violation of the faith of Treaties. He that resorts to such an expedient, either imprudently sports with that sacred faith, or sufficiently evinces his inward conviction of the degree of moral turpitude annexed to the violation of it. He wishes to act a dishonest part, and yet preserve the character of an honest man: he is a puritanical impostor, who aggravates his crime by the addition of a detestable hypocrisy."

Vattel. ii. 15, 236.

### 1. The Terms of Treaty.

The Directors say that the Treaty is personal to Azeem ul Dowlah. If this view were sound, it would, as it will afterwards be shown, be the worse for the Company; but, as his Highness Prince Azeem Jah has no intention of claiming that the Treaty should be considered to have been personal, he will now proceed to show that it must be considered to be real, or descending and perpetual.

The writer of the Directors' Dispatch has been obviously misled by observing that the Treaty bears to have been concluded by Lord Clive on the one part, and by his Highness Azeem ul Dowlah on the other. But "we are not to conclude that a Treaty is a personal one, *from the bare circumstance of its naming the contracting sovereigns*, for the name of the reigning sovereign is often inserted with the sole view of showing with whom the Treaty has been *concluded*, without meaning thereby to intimate that it has been made with himself personally. This is an observation of the civilians Pedius and Uepian, repeated by all writers who have treated of those subjects."

Is treaty personal?

Not deducible from  
being concluded by  
Azeem.  
Vattel. ii. 12, 184

This observation is so true, that upon reference to the Treaty in question, it

Page 9.

will at once be seen that "*the contracting parties*" are the Company upon the one hand, and the "Nabobs of the Carnatic" upon the other; and that Azeem ul Dowlah's name is only brought in as indicating by whom the Treaty was "*concluded*."

Circumstances in Treaty showing not personal. But there are various observations arising out of the terms of the Treaty which are also destructive of the idea that it was a mere personal Treaty with Azeem ul Dowlah.

1. Terms same as Draft Treaty with Omdut ul Omrah, Case, page 58. 1. The terms of the Treaty were, as already stated, identical, at least in substance, with the Treaty which was proposed to have been entered into with the former Nawaub Omdut ul Omrah.

2. Same terms offered to Houssain Ally, page 64. 2. It is stated in dispatches that "the same terms" were offered to Azeem ul Dowlah as had been offered to Ally Houssain.

These are external circumstances going to this, that the Treaty could not be considered personal in that familiar sense of the term in which it is apparently used by the Directors.

3. Incorporation with previous Treaty. 3. The 2d Article of the Treaty bore, "that such parts of the Treaties heretofore concluded," "as are calculated to *strengthen the alliance, to cement the friendship, and to identify the interests* of the contracting parties, are hereby renewed and confirmed."

4. Treaty with successors. Case, page 25. 4. Flowing out of this clause there is an observation which, of itself, entirely nullifies the objection made by the Directors, that there is no mention in the Treaty of 1801 of heirs and successors, because by this article the Treaty of 1792 was, at least to the above effect, incorporated; and that Treaty undoubtedly bore to have been entered into by Mahomed Ali "*for himself and his successors*."

5. Treaty perpetual. Page 59. 5. The Treaty expressly bears, that it was executed for the purpose of "supplying the *defects* of all former engagements, and of establishing the CONNECTION BETWEEN THE SAID CONTRACTING PARTIES IN ALL TIMES TO COME."

6. Perpetual exception of provision to Nabob. 6. The Treaty declares that the full and exclusive "right to the revenues (*with the exception* of such portion of the said revenues as shall be appropriated for the maintenance of the said Nabob and for the support of his dignity) shall be *for ever vested*" in the Company. The *exception* must necessarily be as enduring as the *grant*.

7. No period at which Nawaub's rights to terminate. 7. There is provision made in the Treaty that a certain portion of the revenue should be *annually* allotted for the maintenance and support of the Nawaub. It is nowhere stated that this payment should cease at the death of Azeem ul Dowlah. There is, in fact, no period of termination either to this payment or to the rights of the Nawaubs. The whole structure of the Treaty is evidently based upon the footing that it was to be a perpetual burden, and any attempt to reduce the Treaty to a personal Treaty with Azeem ul Dowlah, only leads to inextricable difficulties. Thus, the provision of one-fifth of the revenues for the maintenance and support of the said Nabob and of his own immediate family, is obviously a provision in favour of the Nawaub for the time being, for the purpose of maintaining his state and dignity and his own immediate family. But to construe the Treaty into a personal one, would lead to one of two results: either the provision wholly ceased upon his death, or it did not. If it did, then the royal family would then at once be bereft of all support from the revenues. If it did, then it continues so long as any one member of the family survives, and that without diminution, although the royal dignity would, upon the supposition, have no longer to be maintained. When such alternatives are the result of construing the Treaty into a personal one, it is clear that any such interpretation must be erroneous.

8. Object to settle succession. 8. The Treaty expressly bore that its object partly was "*for settling the succession*" to the Soubahdarry of Arcot. This is repeated both in the title and in the preamble.



Lastly, the express words of the Treaty were, "The Nabob Azeem ul Dowlah is hereby formally established in the STATE AND RANK, *with the dignities dependent thereon*, OF HIS ANCESTORS, *heretofore* NABOBS of the Carnatic." 9. Azeem vested with state and rank of former Nabobs.

This expression is unlimited, and it can admit of no manner of doubt that its plain meaning is, that he succeeded to the state and rank of his ancestors in all their entirety, whatever that was. But one of those qualities which attached to that state and rank was, that it transmitted itself to his heirs or descendants; in other words, the right was hereditary. That the right was hereditary is abundantly evident from all that has preceded. The earliest record of the Nawaubs commences with Sadatullah in 1710. He was succeeded by his adopted son Dost Ali, he by his son Sudder Ali, and he again by his son Seib Mahomed Khan. That family apparently was extinct at his death, but at all events Anwar ad Dien commenced a new dynasty. He was succeeded by his son Mahomed Ali; he again by his son Omdut ul Omrah, so that, throwing out of view the three sovereigns who have succeeded during the fifty-four years which have elapsed since the Treaty was executed, there can be no question that at its date hereditary succession had been the rule. It had been so through seven Nawaubs, and for a period of at least ninety years. How much further back is not known, nor is it material, because "the right of succession is not always the primitive establishment of a nation; it may have been introduced by the concession of another sovereign, and even by usurpation. But when it is supported by long possession, the people are considered as consenting to it; and this tacit consent renders it lawful, though the source be vicious. It rests then on the foundation" "that alone is lawful, and incapable of being shaken, and to which we must ever revert." These Nawaubs had been not only acknowledged successively by the English, but the English had even recognised their right to appoint a successor. This was expressly admitted in the agreement with the Nawaub in 1781, and it was practically recognised by their transacting with Ally Houssain as successor appointed by the will of his father. But the hereditary right did not depend merely upon long possession and acknowledgment, it was, as has already been distinctly shown, a matter of express grant from the Emperor, the Nawaub's constitutional superior, and it would be impossible for the English Company to challenge either the power of the Emperor to make that grant, or its efficacy, because, as has also already been shown, they were instrumental themselves in obtaining it. Indeed, it may be held to be quite undoubted that in 1801, no one ever ventured to assert, or even to imagine, that the Nawaubship was not hereditary. And if so, it would be most unnatural to suppose that any person at that time understood that the succession was not to continue hereditary in the person of Azeem ul Dowlah. But it is truly of little consequence although they had supposed differently, because it is perfectly clear, that succeeding to the same "state and rank" as his ancestors, Azeem ul Dowlah was, by every rule of law and obvious interpretation, vested with a right which transmitted itself through him to his heirs and descendants. Hereditary right attached to state and rank of Nabob. Vattel, i., 5, 59. Case, page 20. Pages 53, 55, and 62. Page 13. Pages 9 and 10.

Notwithstanding the impossibility of getting over these plain facts, although it probably arises only from an ignorance of them, the Directors of the Hon. Company labour under the impression that the Nawaub was invested merely with a life interest in the Nawaubship—that he succeeded simply, in short, to a sort of life peerage. Of course, all this proceeds upon the erroneous assumption that the rights of the Nawaub were forfeited to the Company by the alleged violation of the Treaty of 1792, but it will now be proper to state a variety of

2. Facts and circumstances proving that it was a real right of Sovereignty with which Azeem ul Dowlah was invested. 2. Facts and circumstances.

These facts are so numerous that they can only be mentioned with as little observation as possible.

1. The first of them which at once arrests attention is, that the *object* of the Treaty was not to deprive the Nawaub of his sovereignty, but simply to obtain "security to the Company for their existing rights and interests" in the Carnatic. This has been proved to demonstration in the preceding part of this case, and it is equally clear that all the allegations about violation of treaties, and the consequences therefrom arising, were used simply *as a lever power* to attain the object at which the Company aimed; and accordingly the arrangement which was

carried out in 1801 was in conformity with the spirit of the arrangements which the Company were desirous of making with the Nawaub at a time long prior to the date at which the documents were found which were said to have vitiated the alliance. Now, the “reason of the law or of the Treaty, that is to say, the motive which led to the making of it, and the object in contemplation at the time, is the most certain clue to lead us to the discovery of its true meaning, and great attention should be paid to the circumstance whenever there is question either of explaining an obscure, ambiguous, indeterminate passage in a law or treaty, or of applying it to a particular case.” The application of this rule in the present case is obvious.

2. Expressions  
elsewhere used by  
Company.

2. It is evident, from expressions elsewhere used, that the Company had no intention, either by the Treaty or otherwise, of injuring the Nawaub, or of in any way affecting his status as a hereditary Prince.

In the first place, this is proved negatively by the absence of all expression indicative of any such desire or intention.

But it is proved positively by the use of language for the express purpose of guarding against the idea that the dignity was to be, or had been infringed; and without going back upon the observations made on this subject relative to the previous Nawaubs, some of the expressions used in connection with the transaction of 1801 may be adverted to.

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One of these was what was stated by the Commissioners at their interview with the Khans on 16th July 1801. The Commissioners then made this most important statement to the Khans: “We therefore drew this conclusion, that the rank and dignity of the Nabob of the Carnatic *could not be injured* by extending the operation of that condition, and that the object of proposing an amicable adjustment instead of proceeding to exercise the rights acquired by the British Government, was manifestly founded on the desire of *preserving to the family the rank, dignities and splendour of the Nabobs of the Carnatic.*” And without adverting to other passages, attention may be drawn to the declaration by Lord Clive of 18th December 1801, in which, besides other expressions of similar import, his Lordship declared, and the

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declaration was of the more importance, seeing that it was addressed to natives of high rank, “when the Nabob Azeem ul Dowlah was raised to the rank of Nabob of the Carnatic, his Highness *succeeded to the rights of his illustrious ancestors, heretofore Nabobs of the Carnatic.*” The rule upon this subject is, “if he who has expressed himself in an obscure or equivocal manner has spoken elsewhere more clearly on the same subject, he is the best interpreter of his own words. We ought to interpret his obscure or equivocal expressions in such a manner that they may agree with those clear and unequivocal terms which he elsewhere used, either in the same deed or on some other similar occasion.”

Vattel, ii., 17, 284.

3. Expressions  
used by Nabob.

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3. In like manner, it is important to observe, that Azeem ul Dowlah’s understanding of his rights was precisely the same as that given out by the Company. In his letter of 30th December 1802, he speaks of “the consideration due to my rank as a Sovereign Prince, in conformity to the first article of the Treaty of the Carnatic, which secures to me the same rank, dignities, and immunities which were enjoyed by my venerable grandfather;” and in his letter of 7th January 1803, he repeats, “my honour and dignity is the same as that of my revered grandfather.”

77.

4. Company dealt  
with Family.

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Page 72.

It

Page 73.

4. Of a kindred nature were the expressions used by the Company, indicating that it was not with Azeem ul Dowlah as an individual, but as the representative of a *family*, that the Company dealt. The following expressions may be referred to:—Lord Clive, 27th July 1801: “The gracious and conciliatory measure of establishing a *branch of the house of Mahomed Ali.*” Lord Clive, 3d August: “The alliance between his Highness’ *family* and the Company has been revived and established.” Lord Clive, 18th December: “To preserve to that respectable *family* its ancient rank,” “for the preservation of the dignity of that respectable *family.*” “The Nabob Azeem ul Dowlah has made himself THE INSTRUMENT of restoring the rank and dignity of this *new illustrious family.*” Lord Clive to Nabob, 18th December: “*The re-establishment of the family in its rank.*”

5. Do not calculate upon increased

5. Nay, so clearly did the Company consider themselves to be dealing with the family, and not with an individual, that, in looking forward after the Treaty to the

future augmentation of their revenues, there is an entire absence of all reference to additional revenues falling in by the death of the Nawaub. "The augmentation of our resources," they say, "must be proportioned to the gradual restoration of the wealth and prosperity of the country."

6. Moreover, it is perfectly clear that the Company did not transact with the Nabob in the capacity of a mere pensioner. Against this they carefully guarded. Thus, at the meeting with Ally Houssain (and it will be kept in view that "the same terms" were proposed to Azcem ul Dowlah), he was informed by the Commissioners, "that the alternative choice was either to become the *acknowledged Nabob* of the Carnatic, or one of the many *pensioners* dependent on the bounty of the Company." Lord Clive, 3d August: "The mode of supplying a fund for the expenses of the family" "is entirely relieved from the degrading name and appearance of a *stipendiary* maintenance." Governor-General, 18th August: "His Excellency in Council highly approves the consideration which has been manifested for the prejudices and condition of his Highness as the acknowledged Soubahdar of Arcot, in apportioning his income on the revenues of the Carnatic rather than by granting it in the form of a *pension*."

7. Nor was it as a pensioner that he was treated, but as the proper legitimate Sovereign. Among other circumstances, this is evidenced by the following facts:

(1.) He received all the honours attached to the high station of sovereign. He was installed "with every practicable degree of splendour and of public respect." He received royal honours, and annually the guns of the saluting battery of Fort St George ushered in his anniversary; while his burial ceremony was conducted with "appropriate military honours."

(1.) Receives Royal honours.  
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(2.) His elevation to the dignity was intimated in the usual way to the various sovereign powers with whom he had relations; and not only is he recognised by them as successor to the vacant musnud, but it is quite clear that he was accepted, acknowledged, and transacted with, as successor in ordinary course—having all the rights and status of those who had formerly held that kingly office. Indeed, this is given actual expression to in one of the letters:—"Seeing that you have succeeded, in the *usual manner*, to the government, I have derived therefrom a degree of pleasure and happiness which it is impossible for me sufficiently to express." These letters are, moreover, of more importance than at first appears, because they all passed through the hands of the English Government, and they passed without objection or comment. Nay, it is remarkable that, if so serious a matter had befallen the Carnatic, as that the office of its Sovereign Ruler had lapsed or passed into another Power, and that the present occupant was to be the last of the race, a mere Life-tenant, that some mention should not have been made to either the Nizam or the Emperor, the legitimate over-lords. The absence of any such intimation is only one of the many proofs of the views entertained at the time.

(2.) Elevation intimated to Sovereigns.

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(3.) The Nawaub enjoyed the actual rights of sovereignty. It has been seen that the right of demanding Nuzzers, which had been a subject of dispute in the time of Omdut ul Omrah, was at once conceded to Azcem ul Dowlah as "immediate superior Lord" of those by whom they were payable. These Nuzzers were directed "to be transmitted, according to the ancient usage, to the Durbar of the Nabob of the Carnatic."

(3.) Enjoys rights of Sovereignty. Nuzzers.

Page 36.

Feb. 17, 1802.  
Page 72.

In like manner, the gardens of Sautgur, the palace and gardens of Trichinopoly, and sundry villages, and other Enaums appropriated to religious purposes, were "relinquished to his Highness as *appendages of Sovereignty*."

Gardens of Sautgur, and other appendages of Sovereignty.

Another fact flowing expressly from his position as Sovereign, and therefore proving what that position was, was the immunity enjoyed by himself, and his family and dependents, from the jurisdiction of the English Courts. Dispatches proving this, and containing evidence of Lord Clive's desire to maintain the immunity, under the faith of the Treaty, "in the *same full and ample manner as they have heretofore been enjoyed by his Highness' predecessors, Nabobs of the Carnatic*," have been above printed. And, in short, there was no honour or right of Sovereignty, save what had been granted away by the Treaty, which the Nawaub did not fully enjoy.

16.  
Immunity from British Courts of Law.

Pages 75 to 79.

8. But, in addition to being styled (as he certainly was) "Sovereign of the Carnatic"—a title by which he will be found to be designated in many places

8. Nabob certified to be an independent Prince.

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throughout the Dispatches—there is a document among those which have been printed which of itself is quite sufficient to set every question at rest. This document was the declaration, dated 1st February 1803, by which the Governor in Council at Madras did thereby certify “that the Nabob Azeem ul Dowlah was acknowledged and recognised by our said Government as an *Independent Prince*, the Soubahdar of the Carnatic Payen Ghaut, and an ally of our said Government.” Independent Prince! Why, that is the whole question raised by the decision of the Directors. If he was an Independent Prince, his rights transmitted independently of the Company to his successors. This declaration in itself would be conclusive of the whole matter.

9. Succession of Azum Jah and grandson.

9. Accordingly, the best proof was afforded that he was regarded as an Independent Prince by the fact, that at his death his son succeeded to his rank and title, and that upon that son's death his grandson succeeded. The succession of the son and grandson without objection—nay, as matter of course—are in themselves worth a world of facts and circumstances, of documents and inferences. Beyond the rights arising or lost by acquiescence in their accession, they contain the most conclusive evidence within themselves of the interpretation put upon the Treaty, at a time when the execution of the Treaty may be said to have been almost within the recollection of the officials of the Company. Could better evidence of the view so entertained by the Company (and, of course, their views are binding only on themselves) be found anywhere than in the fact, that when the last succession opened, the successor recognised and elevated was *an infant*?

10. Azeem Jah treated as next heir

Lastly, There is the fact, susceptible if necessary of proof, that his present Highness Prince Azeem Jah has been treated throughout, and till his nephew's death, as next heir to the throne.

With all these facts staring one in the face, facts which speak for themselves and require no comment, it is not possible to maintain that the Nawabship was an office with which Azeem ul Dowlah was invested for his life merely; but that, in precise conformity as well with the spirit and the terms of the Treaty as with the whole facts and circumstances of the case, the right was one which must pass to descendants, and now, therefore, vests in the person of his Highness Prince Azeem Jah, the second son of Azeem ul Dowlah, and direct and indisputable heir to the Musnud.

But there is another view of the matter which now falls to be considered.

III. International Law.

III. According to international law, if the Treaty was a personal one, it ought, in the circumstances, to be renewed, or, if not renewed, the provisions on both sides fall; but if the provisions in favour of one of the contending parties subsist, the provisions in favour of the other subsist also.

1. If personal, Treaty should be renewed.

1. Assuming the Treaty to be personal, it ought to be renewed.

Vattel, iii. 13, 139

The Treaty which was entered into in 1801 was a substantial one, in which not only were the advantages mutual, but the advantages derived by the English were much greater than those derived by the Nawab; and not only have these advantages continued to the English, but they have greatly improved in the course of time. The English, therefore, could suffer no wrong or injury by a renewal. In these circumstances, what is the course of duty which is sanctioned by international law? “When the term for which the Treaty was made is expired, each of the allies is perfectly free, and may consent or refuse to renew it as he thinks proper. It must however be confessed, that if one of the parties, who has almost singly reaped all the advantages of the Treaty, should, without just and substantial reasons, refuse to renew it now that he thinks he will no longer stand in need of it, and foresees the time approaching when his ally may derive advantage from it in turn, such conduct would be dishonourable and inconsistent with that generosity which should characterise sovereigns, and widely distant from those sentiments of gratitude and friendship that are due to an old and faithful ally.”

2. If not renewed, provisions on both sides fall.

2. Assuming the Treaty to be personal and is not to be renewed, the provisions in favour of both parties have fallen.

The effect of an alliance having fallen or terminated, is to destroy or terminate the provisions and engagements on both sides. The effect in the present case, accordingly, would be that the whole administration, civil and military, of the Carnatic, with the collection of the revenues, and whole revenues of the country, would fall to be restored to the Nawaub. This would indeed be a serious matter for the English Government; but to such a right his Highness Prince Azeem Jah has no intention of laying claim. He rests his claim upon the Treaty of 1801 being real and permanent. He is prepared to maintain the faith of the Treaty on his part, and to enter into such engagements as may be desired with a view to renew or confirm it.

3. Assuming the Treaty to be subsisting, the provisions in favour of the Nawaub subsist.

It is a rule of international law, that "real Treaties, which were intended to subsist independently of the person who has concluded them, are undoubtedly binding on his successors; and the obligation which such Treaties impose on the State passes successively to all her rulers as soon as they assume the public authority. The case is the same with respect to the *rights acquired by those Treaties; they are acquired for the State, and successively pass to her conductors.*" This law of reciprocal rights is in complete harmony with all the principles of equity by which Treaties are interpreted. The equity of the rule, in its application to the present case, cannot for one moment be doubted.

3. If Treaty subsist, provisions to Nawaub continue.

Vattel, ii. 12. 191.

IV. Independently of Treaty and of every other right, his Highness Prince Azeem Jah is entitled, by the International Law of prescription or usucaption, to succeed to the dignity of Nawaub of the Carnatic, with all the rights and revenues thereof.

IV. Right by prescriptive possession.

After having shown that usucaption and prescription are founded in the law of nature, Vattel says, "It is easy to prove that they are equally a part of the law of nations, and ought to take place between different states. For the law of nations is but the law of nature applied to nations in a manner suitable to the parties concerned. And so far is the nature of the parties from affording them an exemption in the case, that usucaption and prescription are much more necessary between sovereign states than between individuals." "Were we allowed to recur to antiquity on every occasion, there are few sovereigns who could enjoy their rights in security, and there would be no peace to be hoped for on earth." And after stating various reasons for the law, he adds, "*Between nations, therefore, it becomes necessary to admit prescription founded on length of time as a valid and incontestable title.*" "Nay more," he says, "as by virtue of that law nations are in all doubtful cases supposed to stand on a footing of equal right in treating with each other, prescription, when founded on long undisputed possession, ought to have its full effect between nations without admitting any allegation of the possession being unjust, unless the evidence to prove it be very clear and convincing indeed."

Vattel ii. 11. § 147.

*Ib.*, § 149.

*Ib.*, § 150.

Now, throwing out of view altogether that His Highness Prince Azeem Jah is the rightful successor to a dignity of which we have record for 150 years back from the present time—and for how far beyond is probably unknown—there is the fact, sufficient of itself, that he is the rightful successor to a dignity which has endured, without interruption, in his father's house and family *for a period of fifty-four years*, and through three successive sovereigns. It signifies little, therefore, by what title that dignity was originally acquired, or whether any record of its origin even remains. Nay, the fact that the distance of time is so great that the Company have had a difficulty in knowing what the facts really were, is just one of those cogent reasons upon which this most just and salutary law is mainly founded. The propriety of the law finds exemplification in this very case. Without going beyond himself, the long and undisturbed possession by his family of this hereditary sovereign dignity has nurtured His Highness Prince Azeem Jah in a state and position, and into prospects and hopes from which, if he be compelled to descend, it can only be by doing a rude violence to all the feelings of humanity. With all these feelings, and under a sense of injury to themselves, the native population, his born subjects, fully sympathise. A Petition to the Parliament of this country in support of His Highness' claims is in course of subscription by them, and already has been subscribed by several thousands.

But while His Highness considers that he is fairly entitled to rest his claims upon these principles of law which regulate the intercourse of nations with each other, he takes his chief stand upon the terms of the Treaties by which the English Company, so much to their own advantage, became bound to the Nawabs of the Carnatic. Their terms he humbly conceives to be clear, unequivocal, and beyond dispute; and having a firm reliance on the wisdom and good faith of the Imperial Parliament of Great Britain, he leaves his case in the hands of that enlightened Legislature, satisfied that whatever they may do will be found to be consistent with every just right to which he may be entitled.

And if in submitting his case to such consideration he has done so at some length, he trusts it will not be found to be greater than was necessary to make it fully understood, or greater than the importance of the subject may demand. He is here as the lineal descendant and lawful representative of the oldest and most faithful of the Allies in India of the Honourable Company, and now of Her Most Sacred Majesty—to whom he has always been most royally attached—claiming the birth-right which he has derived from a long line of distinguished ancestors; and upon every principle by which the rights of men and of nations are determined he reposes, in confident hope that they will ultimately triumph by obtaining for him the restitution of his revenues and his establishment in a Sovereign Dignity which he values more than Life.

*Note.*—The petitions to Parliament arrived in England too late to be presented in the Session of 1858, and the state of public business during the past Session (1859) has precluded the possibility of hitherto moving in the matter. In the meantime, the Legislative Council of Calcutta have passed an Act having for its object to enable the Indian Government to sell his Highness' Ancestral Palace of Chepauk, to assist in paying the debts of the late Nawab, which the Company have undertaken. His Highness, who offered to undertake any liability for such debts, was heard by Counsel against the passing of the Act, but his opposition was ineffectual, as the Bill was rested upon the decision of the Court of Directors. The petitions having been transmitted prior to the passing of the Act, do not refer to it; but if the prayer of the petitions be sustained, the Act will have to be repealed.

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